

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING S		PAGE OF PAGES 1 153		
2. CONTRACT NO.		3. SOLICITATION NO. DACA87-03-R-0009		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 08 Dec 2003		6. REQUISITION/PURCHASE NO. W31RYO-3027-9920		
7. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822				CODE W912DY		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				
TEL: SEE "ADMINISTERED BY"				FAX:		TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 01:00 PM local time 06 Feb 2004 (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME SUSAN L CUNNINGHAM		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 256-895-1137		C. E-MAIL ADDRESS Susan.L.Cunningham@hnd01.usace.army.mil				
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 65	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			66 - 71	X	J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			72	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			73					
X	G	CONTRACT ADMINISTRATION DATA			74 - 76	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			77 - 88	X	M	EVALUATION FACTORS FOR AWARD		
					89 - 111					
					112 - 113					
					114 - 126					
					127 - 149					
					150 - 153					
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

EXECUTIVE SUMMARYSECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

EXECUTIVE SUMMARY

****1. PURPOSE.** The purpose of this acquisition is to obtain contracts for Operation and Maintenance (O&M) services at Government medical (with limited non-medical) facilities in the continental United States (Zone 1), Alaska and Hawaii (Zone 2), as well as overseas locations (Zone 3) to include Guam, Portugal, Turkey, Spain, Japan, Germany, England, Korea, and Italy. Small businesses are not required to propose on Zone 2 or Zone 3, but may propose on all zones if they so desire. Offerors submitting a proposal for unrestricted awards must propose on all zones (Zones 1, 2, and 3). The O&M services will consist of those actions required to preserve and maintain Government medical and non-medical real-property facilities in such a condition that they may be effectively used for their designated functional purpose. Although this acquisition applies to medical and non-medical facilities, the primary focus of this acquisition and proposal evaluations will be medical facilities. ****Non-medical facilities are limited to less than 15% of the programmatic capacity.** OCONUS medical facilities will be limited to less than 15% of the programmatic capacity. These services will include scheduled maintenance, unscheduled maintenance, repair/replacement/renovation of facility systems and equipment, hospital aseptic services (housekeeping), grounds maintenance, pest management, medical equipment maintenance/repair, equipment inventories, condition assessments, identification and or validation of problems/deficiencies, preparation of work plans describing method of correction/repair, actual execution of work plan to repair failed or failing medical and non-medical facility systems and equipment, implementation of automated maintenance management and CADD systems, facility management support, project management, **O&M funded** minor construction **work** within and without facilities, and other activities associated with operation, maintenance, and repair. Facility systems will include all mechanical, electrical, architectural, utility, and site systems, equipment and components. These O&M services will include, but are not limited to hospitals, clinics, administrative, pharmacies, veterinarian, dental, training, research, plants, labs, and storage facilities as well as some non-medical facilities associated with these medical facilities. Government medical facility maintenance/repair/renovation shall conform to the requirements of the Joint Commission of Accreditation of Health Care Organizations (JCAHO) Environment of Care Standards and other applicable codes and standards.

2. TYPE AND NUMBER OF AWARDS. The resultant contracts will be indefinite-delivery/indefinite-quantity (ID/IQ), as defined in FAR 16.504. Under each contract, task orders will be issued for services and/or construction. When feasible, T&M orders will be converted to FFP as soon as practical.

a. Task orders may be awarded as:

- (1) Firm-fixed price (FFP)
- (2) Time and Materials (T&M)
- (3) A combination of a and b.

b. The Government anticipates two competitions; one competition which will have set-asides for small business (to include Hubzones) and 8(a)s (to include Hubzones), and one competition with unrestricted awardees (any business size). The following number of awards are anticipated:

Restricted:

- (1) Three small business awards including Hubzone awards (this may be a small business that is also a Hubzone, or just a small business).
- (2) Two 8(a)s including Hubzone awards (this may be an 8(a) who is also a Hubzone, or just an 8(a).

Unrestricted:

- (3) Two unrestricted awards

****3. Deleted.**

4. TERM OF CONTRACT AND OPTION YEARS: Contracts will be for a base year and four 1-year option periods. The Government makes no guarantee that any or all options will be exercised on any or all of the resultant contracts.

5. STAGGERED AWARDS: The Government reserves the right to make staggered awards within 90 days of the initial award(s).

****6. DISCUSSIONS: It is the government's intention to make awards without discussions.** Depending on the quality of the offeror's proposals, it is possible that all awards will be made without discussion; it is equally possible that one or more awards will be made after the initial submittal with discussions conducted with the remaining offerors in the competitive range, followed by other awards after best final proposal revisions; it is also conceivable that no awards will be made without discussions.

7. PROPOSAL ACCEPTANCE PERIOD: Due to the timeframe that may be required to make all of the intended awards and notwithstanding any other acceptance period noted in this solicitation (e.g., Standard Form 33, Block 12), the offer shall remain valid for a minimum period of 120 days from the date for receipt of offers, unless a different period is provided by the offeror.

8. LABOR:

a. Labor will be broken down into separate categories as follows:

- (1) Professional, Administrative, and OCONUS (overseas) Employees
- (2) Service Contract Act (SCA) positions
- (3) Davis Bacon Act (DBA) positions
- (4) Collective Bargaining Agreement (DBA) positions

b. Professional, Administrative, and OCONUS: All labor rates shall be fully burdened. The offeror may propose to escalate labor rates for the Professional, Administrative, and OCONUS staff (Attachments 1 and 2a to Section J) for each option year at the time of this proposal submission (but see FAR 52.222-43(b)). For the Professional, Administrative, and OCONUS employees (which do not fall under SCA/DBA/CBA labor rates), the contractor shall propose firm fixed priced labor rates for the base year and all option years which shall remain in effect for the base year through Option Year 4. See Section J, Attachments 1 and 2(a) for specific instructions.

c. SCA/DBA/CBA: The Government understands that base rates for SCA, DBA, and CBA positions **may** change every year, and is beyond the control of the contractor. To accommodate for these changes, the Government is allowing for the use of firm-fixed formulas for these labor categories; some elements of which will be left blank at the time of this proposal submission (to be completed at the time of task order award), and some elements to be completed at the time of this proposal submission. Using a method (formula and table) similar to the examples shown in Section J, Attachments 2(b) and (c) and (d), the offeror should show the components of its SCA, DBA, and CBA Loaded Wage Rate Formulas and the method (either percentage or fixed dollar amount) for calculation of the individual components. For SCA/DBA/CBA employees, the contractor shall propose a formula for the base and all option years to be used with the award of each task order (see Section J, Attachments 2(b), (c), and (d) and Section L). These formulas will be utilized at the time of task order award.

9. WAGE DETERMINATIONS FOR TASK ORDERS: (Application of the Service Contract Act and Davis-Bacon Provisions). Individual task orders will be identified as either "service" or "construction" or "both" as applicable. The Wage Decisions/Determinations or CBA for the area of work will be provided as necessary for each individual task order when the task order Request for Proposal is issued.

10. WAGE DETERMINATION FOR THIS SOLICITATION: There is a Service Contract Act Wage Determination in Section J (Attachment 4) for Madison County, Alabama for the purpose of preparing the cost proposal (see Section J, Attachments 3(a) and (b)). Other wage determinations will be provided at the time of task order award, as appropriate.

11. FORMULAS FOR PROFESSIONAL/ADMINISTRATIVE/OCONUS and SCA/DBA/CBA CALCULATIONS: Explanations of formulas to be utilized for calculating the Professional/Administrative/OCONUS and SCA/DBA/CBA wage rate formulas and example charts are located in Section J.

12. GROWTH POTENTIAL FOR RESTRICTED AWARDEES

The OMEE Program contractors will compete for task order awards in accordance with the strategy presented below.

a. Contractors will be able to compete for task order awards based on a square footage sliding scale approach. The initial contract awards will reserve facilities in Facility Size Range 1 (FSR are defined below) for competition among the restricted awardees while the unrestricted awardees will compete for facilities in the other FSRs. Graduation of restricted awardees (Small Business and 8(a)/Hubzones) to larger Facility Size Ranges (FSR) 2, 3, 4, and 5 will be based on the following considerations:

- (1) Past performance on prior task orders and other contracts for relevant projects
- (2) Technical resources, financial resources, and managerial qualifications
- (3) Demonstrated ability to handle multiple facilities
- (4) Contractor submission that establishes the contractor's ability to move up to larger or more complex facilities.

b. The Contracting Officer has the discretion to move any contractor up to any FSR (within the restricted pool) at any time during the life of the contract, based on the criteria set forth in 12a above. The Contracting Officer will require the restricted contractor(s) to document its qualifications in all the above areas. Based on the above pre-established criteria, the Contracting Officer will exercise sound business judgment in deciding whether to allow the small business contractor(s) to graduate to higher Facility Size Ranges (FSR) within the restricted pool. If, upon completion of the evaluation of proposals, the determination is made that there are two or more qualified small businesses that will receive an award who are capable of performing work at a higher FSR in the base year, the recommendation will be made to the Contracting Officer to move those contractors up to the appropriate FSR (within the restricted pool) in the base year. If there are two or more small businesses that graduate into a higher FSR, that FSR will be fenced for small business. If the Contracting Officer determines that a particular small business contractor does not meet the criteria to move up, the contractor's FSR will remain unchanged. Any contractor not obtaining an increase for Option Year Two may get another opportunity to submit its approach for increased FSR in Option Year Three, and so on. Ninety days before the exercise of any option year, the Contracting Officer will require the contractor to document its qualifications in all the above areas. For award purposes, the program will be structured based on the facility size ranges (FSR) shown below:

- (1) FSR 1: From 0 to 150,000 Square Feet
- (2) FSR 2: From 0 to 200,000 Square Feet
- (3) FSR 3: From 0 to 250,000 Square Feet
- (4) FSR 4: From 0 to 300,000 Square Feet

c. Award Strategy for Base Year through Option Year 1

- (1) Unrestricted Awardees compete for task orders over 150,000 square feet.
- (2) Restricted Awardees (Small Business and 8(a)/Hubzones) will compete together for task orders at or below 150,000 square feet unless an awardee is moved to a larger FSR by the Contracting Officer.

d. Award Strategy for Option Year 2

- (1) Unrestricted Awardees compete for task orders over 200,000 square feet (unless there is one or no graduated small business contractors, in which case they will still compete for task orders over 150,000 square feet).

(2) Restricted Awardees (Small Business and 8(a)/Hubzones) may graduate to FSR 2, which allows them to compete for task orders at or below 200,000 square feet (based on criteria stated in paragraph “a” above). If there is only one small business contractor that graduates to FSR 2, for competition purposes and to avoid sole source situations, that small business contractor will compete with the unrestricted awardees within the range of 150,000 to 200,000 square feet until a second small business qualifies to move into FSR 2. The graduated small business contractor will still compete with the other restricted awardees for square footage under 150,000. If there are two or more restricted awardees in the FSR 2 category, they alone will compete for square footage between 150,000 and 200,000, and continue to compete below the 150,000 threshold with the remaining restricted awardees.

e. Award Strategy for Option Year 3

(1) Unrestricted Awardees compete for task orders over 250,000 square feet (unless there is one or no graduated small business contractors at FSR 3, in which case they will still compete for task orders over 200,000 square feet).

(2) Restricted Awardees (Small Business and 8(a)/Hubzones) may graduate to FSR 3, which allows them to compete for task orders at or below 250,000 square feet (based on criteria stated in paragraph “a” above). If there is only one small business contractor that graduates to FSR 3, for competition purposes and to avoid sole source situations, that small business contractor will compete with the unrestricted awardees within the range of 200,000 to 250,000 square feet until a second small business qualifies to move into FSR 3. The graduated small business contractor will still compete with the other restricted awardees for square footage under 200,000. If there are two or more restricted awardees, they alone will compete for square footage between 200,000 and 250,000, and continue to compete below the 200,000 threshold with the remaining restricted awardees.

f. Award Strategy for Option Year 4

(1) Unrestricted Awardees compete for task orders over 300,000 square feet (unless there is one or no graduated small business contractors at FSR 4, in which case they will still compete for task orders over 250,000 square feet).

(2) Restricted Awardees (Small Business and 8(a)/Hubzones) may graduate to FSR 4, which allows them to compete for task orders at or below 300,000 square feet (based on criteria stated in paragraph “a” above). If there is only one small business contractor that graduates to FSR 4, for competition purposes and to avoid sole source situations, that small business contractor will compete with the unrestricted awardees within the range of 250,000 to 300,000 square feet until a second small business is qualified to move into FSR 4. The graduated small business contractor will still compete with the other restricted awardees for square footage under 250,000. If there are two or more restricted awardees, they alone will compete for square footage between 250,000 and 300,000, and continue to compete below the 250,000 threshold with the remaining restricted awardees.

g. Highly Complex Facilities (HCF) – the government reserves the right to compete HCF (regardless of size) only among the contractors most qualified to provide the required services. HCF generally meet the following conditions, but are not limited to these conditions:

****(1).** In-patient Medical Facility, in particular, facilities with in-patient surgery capability, intensive care units, labor and delivery, etc. In these facilities, the loss of a critical system could result in injury to a patient or even loss of life. The critical systems involved could be patient life safety systems (e.g., medical gases) or building life safety (i.e., emergency power), or even the HVAC system for a surgical suite. **Additionally**, the emphasis is not **only** on the complex nature of a particular system but **also on** the impact of the loss of the system (i.e., injury or loss of life of a patient or newborn child). In the event a medical facility is converted and reclassified from an ambulatory (non-patient) clinic to a hospital, the facility will not automatically be reclassified as a highly complex facility. The Contracting Officer will re-evaluate the complexity at the time of the conversion.

(2). Medical Research Facility. In these facilities, the loss of a vital system could result in the loss of experimental data or material, resulting in a substantial monetary loss to the facility. Also, there could possibly be the potential loss of a Chemical or Biological agent. The critical systems involved could be a typical environmental system (HVAC), or a building monitoring and control system. However, the emphasis is not necessarily on the

complex nature of the particular system but the impact of the loss of the system (i.e., loss of experimental data or samples, contamination of surrounding environment, etc.).

(3). Medical Facilities having an unusual or complex system not normally found in the typical medical facility (Hyperbaric chambers, immersion pools, etc.). These facilities would have to be evaluated on a case-by-case basis.

h. Facilities in Alaska and Hawaii will be competed among all eligible awardees, both restricted and unrestricted in accordance with the applicable Facility Size Range.

i. OCONUS: Facilities located OCONUS will be competed among all eligible awardees, both restricted and unrestricted in accordance with the applicable Facility Size Range.

The chart below describes the square footage sliding scale growth potential for small businesses.

SLIDING SCALE AWARDS

<u>Contract Year</u>	<u>Facility Size Range</u>	<u>Competition Group</u>
Base Year	0 – 150,000 SF	Restricted
	> 150,000 SF	Unrestricted
Option Year 1	0 – 150,000 SF	Restricted
	> 150,000 SF	Unrestricted
Option Year 2	0 – 150,000 SF	Restricted & Graduated
	0 – 200,000 SF	Graduated *
	> 200,000 SF	Unrestricted
Option Year 3	0 – 150,000 SF	Restricted & Graduated
	0 – 200,000 SF	Graduated *
	0 – 250,000 SF	Graduated *
	> 250,000 SF	Unrestricted
Option Year 4	0 – 150,000 SF	Restricted & Graduated
	0 – 200,000 SF	Graduated *
	0 – 250,000 SF	Graduated *
	0 – 300,000 SF	Graduated *
	> 300,000 SF	Unrestricted

* The Contracting Officer has the discretion to move any contractor up to any FSR (within the restricted pool) at any time during the life of the contract, based on the criteria set forth in 12a above. If there is only one small business contractor that graduates to a higher FSR, for competition purposes and to avoid sole source situations, that small business contractor will compete with the unrestricted awardees within the higher range until a second small business qualifies to move into that FSR.

13. **HANDLING CHARGES:** Handling charges shall not include any duplication of direct charges, nor shall be inflated to increase anticipatory profit. The offeror shall insert Subcontractor Handling Charges and Material Handling Charges in Section J, Attachment 1. The handling charges shall be the maximum handling charges to be used for award of any resulting task orders or service orders. These handling charges may be negotiated downward with award of individual task orders. Handling charges shall not be applied to travel or bonds.

**14. Deleted.

15. **SUBCONTRACTS:** Subcontracting policies and procedures shall be in accordance with FAR 44 and as otherwise noted in the terms and conditions of the contract. For T&M task orders, special attention should be given to FAR 52.244-2 and 52.232-7, regarding consent and payment respectively. In cases where the contractor chooses to subcontract work to be performed, the contractor shall compete/select subcontractors on a competitive basis in accordance with FAR 52.244-5, to the maximum extent practicable. The prime is encouraged to include local subcontractors in the competition. When the contractor makes the decision to subcontract, the contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the task order. All cost proposals submitted by the prime that include subcontracts shall be based upon the selection of subcontractors offering the best value to the Government.

16. **ORDERING:** The U.S. Army Engineering and Support Center, Huntsville, is the only authorized ordering office under the resultant contract(s) (reference FAR 52.216-18). Other agencies may be delegated this authority, and advance written notice will be given to the contractor. In addition to, or in lieu of mailing an order, the Contracting Officer may issue an order orally, by facsimile or by electronic commerce methods, at his/her discretion. Included herein is any Ordering Officer, acting within its authorized limitation, which has been duly appointed in writing by the Director of Contracting.

17. **ZONES.

a. The proposal schedule is set up based on three zones as follows:

<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3 (OCONUS)</u>
CONUS	Alaska	Guam
	Hawaii	Portugal
		Turkey
		Spain
		Japan
		Germany
		England
		Korea
		Italy

b. Small businesses must propose on Zone 1, but are not required to propose on Zone 2 or Zone 3, and may propose on all zones if they so desire. Offerors submitting a proposal for unrestricted awards must propose on all zones (Zones 1, 2, and 3). The offeror must identify which zones it is proposing on. If the offeror does not wish to propose on a particular zone, it should not complete the Section J Attachment for that zone (i.e., if the offeror does not wish to propose on Zone 2, it should leave Zone 2 blank in the Attachment and make a statement as to which Zones it is proposing on). **See Section L, Paragraph 2.3.3.

LINE ITEM SUMMARY

INDEX OF SECTION B LINE ITEMS:

0001 T&M BASE YEAR UNRESTRICTED

0001AA Facility Operation and Maintenance

0001AB Housekeeping Services

0001AC Miscellaneous

0001AD Materials, Supplies, Equipment, and Parts

0002 T&M BASE YEAR RESTRICTED

0002AA Facility Operation and Maintenance

0002AB Housekeeping Services

0002AC Miscellaneous

0002AD Materials, Supplies, Equipment, and Parts

0003 FFP BASE YEAR UNRESTRICTED

0003AA Facility Operation and Maintenance

0003AB Housekeeping Services

0003AC Miscellaneous

0003AD Materials, Supplies, Equipment, and Parts

0004 FFP BASE YEAR RESTRICTED

0004AA Facility Operation and Maintenance

0004AB Housekeeping Services

0004AC Miscellaneous

0004AD Materials, Supplies, Equipment, and Parts

0005 T&M OPTION YEAR 1 UNRESTRICTED

0005AA Facility Operation and Maintenance

0005AB Housekeeping Services

0005AC Miscellaneous

0005AD Materials, Supplies, Equipment, and Parts

0006 T&M OPTION YEAR 1 RESTRICTED

0006AA Facility Operation and Maintenance

0006AB Housekeeping Services

0006AC Miscellaneous

0006AD Materials, Supplies, Equipment, and Parts

0007 FFP OPTION YEAR 1 UNRESTRICTED

0007AA Facility Operation and Maintenance

0007AB Housekeeping Services

0007AC Miscellaneous

0007AD Materials, Supplies, Equipment, and Parts

0008 FFP OPTION YEAR 1 RESTRICTED

0008AA Facility Operation and Maintenance

0008AB Housekeeping Services

0008AC Miscellaneous

0008AD Materials, Supplies, Equipment, and Parts

0009 T&M OPTION YEAR 2 UNRESTRICTED

0009AA Facility Operation and Maintenance
0009AB Housekeeping Services
0009AC Miscellaneous
0009AD Materials, Supplies, Equipment, and Parts

0010 T&M OPTION YEAR 2 RESTRICTED
0010AA Facility Operation and Maintenance
0010AB Housekeeping Services
0010AC Miscellaneous
0010AD Materials, Supplies, Equipment, and Parts

0011 FFP OPTION YEAR 2 UNRESTRICTED
0011AA Facility Operation and Maintenance
0011AB Housekeeping Services
0011AC Miscellaneous
0011AD Materials, Supplies, Equipment, and Parts

0012 FFP OPTION YEAR 2 RESTRICTED
0012AA Facility Operation and Maintenance
0012AB Housekeeping Services
0012AC Miscellaneous
0012AD Materials, Supplies, Equipment, and Parts

0013 T&M OPTION YEAR 3 UNRESTRICTED
0013AA Facility Operation and Maintenance
0013AB Housekeeping Services
0013AC Miscellaneous
0013AD Materials, Supplies, Equipment, and Parts

0014 T&M OPTION YEAR 3 RESTRICTED
0014AA Facility Operation and Maintenance
0014AB Housekeeping Services
0014AC Miscellaneous
0014AD Materials, Supplies, Equipment, and Parts

0015 FFP OPTION YEAR 3 UNRESTRICTED
0015AA Facility Operation and Maintenance
0015AB Housekeeping Services
0015AC Miscellaneous
0015AD Materials, Supplies, Equipment, and Parts

0016 FFP OPTION YEAR 3 RESTRICTED
0016AA Facility Operation and Maintenance
0016AB Housekeeping Services
0016AC Miscellaneous
0016AD Materials, Supplies, Equipment, and Parts

0017 T&M OPTION YEAR 4 UNRESTRICTED
0017AA Facility Operation and Maintenance
0017AB Housekeeping Services
0017AC Miscellaneous
0017AD Materials, Supplies, Equipment, and Parts

0018 T&M OPTION YEAR 4 RESTRICTED
0018AA Facility Operation and Maintenance
0018AB Housekeeping Services
0018AC Miscellaneous
0018AD Materials, Supplies, Equipment, and Parts

0019 FFP OPTION YEAR 4 UNRESTRICTED
0019AA Facility Operation and Maintenance
0019AB Housekeeping Services
0019AC Miscellaneous
0019AD Materials, Supplies, Equipment, and Parts

0020 FFP OPTION YEAR 4 RESTRICTED
0020AA Facility Operation and Maintenance
0020AB Housekeeping Services
0020AC Miscellaneous
0020AD Materials, Supplies, Equipment, and Parts

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	UNRESTRICTED - MAINTENANCE SERVICES, T&M T&M MAINTENANCE SERVICES, TIME AND MATERIALS, UNRESTRICTED 150,001 SQUARE FEET AND ABOVE YEAR	UNDEFINED	Lump Sum	BASE The following Contract Line Items (CLINS) will be used when awarding Time and Materials Task Orders for the base year for contractors in the Unrestricted category for Square Footage of 150,001 and above, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM- this line item will be utilized with task order award only). PURCHASE REQUEST NUMBER: W31RYO-3027-9920	
				TOT MAX PRICE CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA		1	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE T&M				
	Unrestricted, 150,001 square feet and above. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM -this line item will be used with task order award only).				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB		1	Lump Sum		
	HOUSEKEEPING SERVICES T&M				
	Unrestricted. 150,001 Square Feet and above. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only).				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC		1	Lump Sum		
	MISCELLANEOUS T&M				
	Unrestricted. 150,001 Square Fee and above. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only).				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP T&M				
	Unrestricted. 150,001 Square Feet and above. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only).				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE T&M				
	Unrestricted. 150,001 Square Feet and above. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only).				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Lump Sum		
	RESTRICTED - MAINTENANCE SERVICES, T&M T&M MAINTENANCE SERVICES, TIME AND MATERIALS, RESTRICTED 150,000 SQUARE FEET AND BELOW YEAR The following Contract Line Items (CLINS) will be used when awarding Time and Materials Task Orders for the base year for contractors in the restricted category for Square Footage of 150,000 and below, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be utilized with task order award only).				

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA		1	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE T&M Restricted, 150,000 square feet and below. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Restricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only).				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Restricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used for task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP				
	T&M				
	Restricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON THIS TASK ORDER - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE				
	T&M				
	Unrestricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	UNRESTRICTED - MAINTENANCE SERVICES, FFP	UNDEFINED	Lump Sum		
	FFP				
	MAINTENANCE SERVICES, FIRM FIXED PRICE, UNRESTRICTED				
	150,001 SQUARE FEET AND ABOVE			BASE	
	YEAR			The following	
	Contract Line Items (CLINS) will be used when awarding Firm Fixed Price Task Orders for the base year for contractors in the Unrestricted category for Square Footage of 150,001 and above, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be utilized with task order award only).				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA		UNDEFINED	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE FFP Unrestricted, 150,001 square feet and above. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB		UNDEFINED	Lump Sum		
	HOUSEKEEPING SERVICES FFP Unrestricted. 150,001 Square Feet and above. Base Year. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only).				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP

Unrestricted. 150,001 Square Feet and above. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP

Unrestricted. 150,001 Square Fee and above. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE
FFP
Unrestricted. 150,001 Square Feet and above. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, FFP
FFP
MAINTENANCE SERVICES, FIRM FIXED PRICE, RESTRICTED
150,000 SQUARE FEET AND BELOW
YEAR
BASE
The following
Contract Line Items (CLINS) will be used when awarding Firm Fixed Price Task
Orders for the base year for contractors in the restricted category for Square
Footage of 150,000 and below, in accordance with the Scope of Work. (DO NOT
PROPOSE ON THIS LINE ITEM - this line item will be used with task order award
only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA		UNDEFINED	Lump Sum		

FACILITY OPERATION AND MAINTENANCE
FFP
Restricted, 150,000 square feet and below. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB		UNDEFINED	Lump Sum		

HOUSEKEEPING SERVICES
FFP
Restricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP
Restricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP
Restricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE
FFP
Restricted. 150,000 Square Feet and below. Base Year. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.) .

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Lump Sum		

UNRESTRICTED - MAINTENANCE SERVICES, T&M
T&M
MAINTENANCE SERVICES, TIME AND MATERIALS, UNRESTRICTED
150,001 SQUARE FEET AND ABOVE
YEAR 1
Paragraph 12.d for possible adjustments
The following Contract Line Items (CLINS) will be used when awarding Time and
Materials Task Orders for the base year for contractors in the Unrestricted category
for Square Footage of 200,001 and above, in accordance with the Scope of Work.
(DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task
order award only.)

TOT MAX PRICE
CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA		1	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE				
	T&M				
	Unrestricted, 150,001 square feet and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Unrestricted. 150,001 Square Feet and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Unrestricted. 150,001 Square Fee and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP T&M				
	Unrestricted. 150,001 Square Fee and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE T&M				
	Unrestricted. 150,001 Square Feet and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, T&M

T&M

MAINTENANCE SERVICES, TIME AND MATERIALS, RESTRICTED

150,000 SQUARE FEET AND BELOW

OPTION

YEAR 1

See Section B,

Paragraph 12.d for possible adjustments.

The following Contract Line Items (CLINS) will be used when awarding Time and Materials Task Orders for the base year for contractors in the restricted category for Square Footage of 200,000 and below, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AA		1	Lump Sum		

FACILITY OPERATION AND MAINTENANCE

T&M

Restricted, 150,000 square feet and below. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.) .

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP				
	T&M				
	Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

TOT MAX PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE				
	T&M				
	Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	UNRESTRICTED - MAINTENANCE SERVICES, FFP FFP MAINTENANCE SERVICES, FIRM FIXED PRICE, UNRESTRICTED 150,001 SQUARE FEET AND ABOVE OPTION YEAR 1	UNDEFINED	Lump Sum		
	The following Contract Line Items (CLINS) will be used when awarding Firm Fixed Price Task Orders for Option Year 1 for contractors in the Unrestricted category for Square Footage of 150,001 and above, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AA		UNDEFINED	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE FFP Unrestricted, 150,001 square feet and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AB		UNDEFINED	Lump Sum		
	HOUSEKEEPING SERVICES FFP Unrestricted. 150,001 Square Feet and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AC		UNDEFINED	Lump Sum		
	MISCELLANEOUS FFP Unrestricted. 150,001 Square Fee and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AD		UNDEFINED	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP FFP Unrestricted. 150,001 Square Fee and above. Option Year 1. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE

FFP

Unrestricted. 150,001 Square Feet and above. Option Year 1. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, FFP

FFP

MAINTENANCE SERVICES, FIRM FIXED PRICE, RESTRICTED
150,000 SQUARE FEET AND BELOW

OPTION YEAR 1

The
following Contract Line Items (CLINS) will be used when awarding Firm Fixed Price
Task Orders for Option Year 1 for contractors in the restricted category for Square
Footage of 150,000 and below, in accordance with the Scope of Work. (DO NOT
PROPOSE ON THIS LINE ITEM - this line item will be used with task order award
only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AA		UNDEFINED	Lump Sum		

FACILITY OPERATION AND MAINTENANCE
FFP
Restricted, 150,000 square feet and below. Option Year 1. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AB		UNDEFINED	Lump Sum		

HOUSEKEEPING SERVICES
FFP
Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP
Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.) .

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP
Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE
FFP
Restricted. 150,000 Square Feet and below. Option Year 1. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		UNDEFINED	Lump Sum		

UNRESTRICTED - MAINTENANCE SERVICES, T&M
T&M
MAINTENANCE SERVICES, TIME AND MATERIALS, UNRESTRICTED
200,001 SQUARE FEET AND ABOVE
YEAR 2
Paragraph 12.d for possible adjustments
The following Contract Line Items (CLINS) will be used when awarding Time and
Materials Task Orders for Option Year 2 for contractors in the Unrestricted category
for Square Footage of 200,001 and above, in accordance with the Scope of Work.
(DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task
order award only.)

TOT MAX PRICE
CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AA		1	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE				
	T&M				
	Unrestricted, 200,001 square feet and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Unrestricted. 200,001 Square Feet and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Unrestricted. 200,001 Square Fee and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP T&M				
	Unrestricted. 200,001 Square Fee and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE T&M				
	Unrestricted. 200,001 Square Feet and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, T&M

T&M

MAINTENANCE SERVICES, TIME AND MATERIALS, RESTRICTED

200,000 SQUARE FEET AND BELOW

OPTION

YEAR 2

See Section B,

Paragraph 12.d for possible adjustments.

The following Contract Line Items (CLINS) will be used when awarding Time and Materials Task Orders for Option Year 2 for contractors in the restricted category for Square Footage of 200,000 and below, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AA		1	Lump Sum		

FACILITY OPERATION AND MAINTENANCE

T&M

Restricted, 200,000 square feet and below. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP				
	T&M				
	Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE				
	T&M				
	Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lump Sum	UNIT PRICE	MAX AMOUNT
0011	UNRESTRICTED - MAINTENANCE SERVICES, FFP FFP MAINTENANCE SERVICES, FIRM FIXED PRICE, UNRESTRICTED 200,001 SQUARE FEET AND ABOVE OPTION YEAR 2 Section B, Paragraph 12.d for possible adjustments The following Contract Line Items (CLINS) will be used when awarding Time and Materials Task Orders for Option Year 2 for contractors in the Unrestricted category for Square Footage of 200,001 and above, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)			See	
				MAX NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AA		UNDEFINED	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE FFP Unrestricted, 200,001 square feet and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AB		UNDEFINED	Lump Sum		
	HOUSEKEEPING SERVICES FFP Unrestricted. 200,001 Square Feet and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AC		UNDEFINED	Lump Sum		
	MISCELLANEOUS FFP Unrestricted. 200,001 Square Fee and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AD		UNDEFINED	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP FFP Unrestricted. 200,001 Square Fee and above. Option Year 2. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE

FFP

Unrestricted. 200,001 Square Feet and above. Option Year 2. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, FFP

FFP

MAINTENANCE SERVICES, FIRM FIXED PRICE, RESTRICTED
200,000 SQUARE FEET AND BELOW

OPTION YEAR 2

The following Contract Line Items (CLINS) will be used when awarding Firm Fixed Price Task Orders for Option Year 2 for contractors in the restricted category for Square Footage of 200,000 and below, in accordance with the Scope of Work.(DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AA		UNDEFINED	Lump Sum		

FACILITY OPERATION AND MAINTENANCE
FFP
Restricted, 200,000 square feet and below. Option Year 2. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AB		UNDEFINED	Lump Sum		

HOUSEKEEPING SERVICES
FFP
Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP
Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP
Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE
FFP
Restricted. 200,000 Square Feet and below. Option Year 2. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013		UNDEFINED	Lump Sum		

UNRESTRICTED - MAINTENANCE SERVICES, T&M
T&M
MAINTENANCE SERVICES, TIME AND MATERIALS, UNRESTRICTED
250,001 SQUARE FEET AND ABOVE
YEAR 3
Paragraph 12.e for possible adjustments
The following Contract Line Items (CLINS) will be used when awarding Time and
Materials Task Orders for Option Year 3 for contractors in the Unrestricted category
for Square Footage of 250,001 and above, in accordance with the Scope of Work.
(DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task
order award only.)

TOT MAX PRICE
CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AA		1	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE				
	T&M				
	Unrestricted, 250,001 square feet and above. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Unrestricted. 250,001 Square Feet and above. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Unrestricted. 250,001 Square Fee and above. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP T&M				
	Unrestricted. 250,001 Square Fee and above. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE T&M				
	Unrestricted. 250,001 Square Feet and above. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, T&M

T&M

MAINTENANCE SERVICES, TIME AND MATERIALS, RESTRICTED

250,000 SQUARE FEET AND BELOW

OPTION

YEAR 3

See Section B,

Paragraph 12.e for possible adjustments.

The following Contract Line Items (CLINS) will be used when awarding Time and Materials Task Orders for Option Year 3 for contractors in the restricted category for Square Footage of 250,000 and below, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AA		1	Lump Sum		

FACILITY OPERATION AND MAINTENANCE

T&M

Restricted, 250,000 square feet and below. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.) .				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP				
	T&M				
	Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE				
	T&M				
	Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	UNRESTRICTED - MAINTENANCE SERVICES, FFP FFP MAINTENANCE SERVICES, FIRM FIXED PRICE, UNRESTRICTED 250,001 SQUARE FEET AND ABOVE OPTION YEAR 3 Section B, Paragraph 12.e for possible adjustments The following Contract Line Items (CLINS) will be used when awarding Firm Fixed Price Task Orders for Option Year 3 for contractors in the Unrestricted category for Square Footage of 250,001 and above, in accordance with the Scope of Work.(DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)	UNDEFINED	Lump Sum	See	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AA		UNDEFINED	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE FFP Unrestricted, 250,001 square feet and above. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AB		UNDEFINED	Lump Sum		
	HOUSEKEEPING SERVICES FFP Unrestricted. 250,001 Square Feet and above. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP
Unrestricted. 250,001 Square Fee and above. Option Year 3. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP
Unrestricted. 250,001 Square Fee and above. Option Year 3. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE

FFP

Unrestricted. 250,001 Square Feet and above. Option Year 3. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, FFP

FFP

MAINTENANCE SERVICES, FIRM FIXED PRICE, RESTRICTED
250,000 SQUARE FEET AND BELOW

OPTION YEAR 3

The
following Contract Line Items (CLINS) will be used when awarding Firm Fixed Price
Task Orders for Option Year 3 for contractors in the restricted category for Square
Footage of 250,000 and below, in accordance with the Scope of Work. (DO NOT
PROPOSE ON THIS LINE ITEM - this line item will be used with task order award
only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AA		UNDEFINED	Lump Sum		

FACILITY OPERATION AND MAINTENANCE
FFP
Restricted, 250,000 square feet and below. Option Year 3. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AB		UNDEFINED	Lump Sum		

HOUSEKEEPING SERVICES
FFP
Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP
Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP
Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE
FFP
Restricted. 250,000 Square Feet and below. Option Year 3. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017		UNDEFINED	Lump Sum		

UNRESTRICTED - MAINTENANCE SERVICES, T&M
T&M
MAINTENANCE SERVICES, TIME AND MATERIALS, UNRESTRICTED
300,001 SQUARE FEET AND ABOVE
YEAR 4
Paragraph 12.f for possible adjustments
The following Contract Line Items (CLINS) will be used when awarding Time and
Materials Task Orders for Option Year 4 for contractors in the Unrestricted category
for Square Footage of 300,001 and above, in accordance with the Scope of Work.
(DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task
order award only.)

TOT MAX PRICE
CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AA		1	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE				
	T&M				
	Unrestricted, 300,001 square feet and above. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Unrestricted. 300,001 Square Feet and above. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Unrestricted. 300,001 Square Feet and above. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP T&M				
	Unrestricted. 300,001 Square Feet and above. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE T&M				
	Unrestricted. 300,001 Square Feet and above. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, T&M

T&M

MAINTENANCE SERVICES, TIME AND MATERIALS, RESTRICTED

300,000 SQUARE FEET AND BELOW

OPTION

YEAR 4

See Section B,

Paragraph 12.f for possible adjustments.

The following Contract Line Items (CLINS) will be used when awarding Time and Materials Task Orders for Option Year 4 for contractors in the restricted category for Square Footage of 300,000 and below, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AA		1	Lump Sum		

FACILITY OPERATION AND MAINTENANCE

T&M

Restricted, 300,000 square feet and below. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

TOT MAX PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AB		1	Lump Sum		
	HOUSEKEEPING SERVICES				
	T&M				
	Restricted. 300,000 Square Feet and below. Option Year 4.(DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AC		1	Lump Sum		
	MISCELLANEOUS				
	T&M				
	Restricted. 300,000 Square Feet and below. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AD		1	Lump Sum		
	MATERIALS, SUPPLIES, PARTS AND EQUIP				
	T&M				
	Restricted. 300,000 Square Feet and below. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AE		1	Lump Sum		
	CORRECTIVE MAINTENANCE				
	T&M				
	Restricted. 300,000 Square Feet and below. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lump Sum	UNIT PRICE	MAX AMOUNT
0019	UNRESTRICTED - MAINTENANCE SERVICES, FFP FFP MAINTENANCE SERVICES, FIRM FIXED PRICE, UNRESTRICTED 300,001 SQUARE FEET AND ABOVE OPTION YEAR 4 Section B, Paragraph 12.f for possible adjustments The following Contract Line Items (CLINS) will be used when awarding Firm Fixed Price Task Orders for Option Year 4 for contractors in the Unrestricted category for Square Footage of 300,001 and above, in accordance with the Scope of Work. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)			See	
				MAX NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AA		UNDEFINED	Lump Sum		
	FACILITY OPERATION AND MAINTENANCE FFP Unrestricted, 300,001 square feet and above. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AB		UNDEFINED	Lump Sum		
	HOUSEKEEPING SERVICES FFP Unrestricted. 300,001 Square Feet and above. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP
Unrestricted. 300,001 Square Fee and above. Option Year 4. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP
Unrestricted. 300,001 Square Fee and above. Option Year 4. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE

FFP

Unrestricted. 300,001 Square Feet and above. Option Year (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020		UNDEFINED	Lump Sum		

RESTRICTED - MAINTENANCE SERVICES, FFP

FFP

MAINTENANCE SERVICES, FIRM FIXED PRICE, RESTRICTED
300,000 SQUARE FEET AND BELOW

OPTION YEAR 4

The
following Contract Line Items (CLINS) will be used when awarding Firm Fixed Price
Task Orders for Option Year 4 for contractors in the restricted category for Square
Footage of 300,000 and below, in accordance with the Scope of work. (DO NOT
PROPOSE ON THIS LINE ITEM - this line item will be used with task order award
only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AA		UNDEFINED	Lump Sum		

FACILITY OPERATION AND MAINTENANCE
FFP
Restricted, 300,000 square feet and below. Option Year 4. (DO NOT PROPOSE ON
THIS LINE ITEM - this line item will be used with task order award only.) .

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AB		UNDEFINED	Lump Sum		

HOUSEKEEPING SERVICES
FFP
Restricted. 300,000 Square Feet and below. Option Year 4. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AC		UNDEFINED	Lump Sum		

MISCELLANEOUS
FFP
Restricted. 300,000 Square Feet and below. Option Year (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AD		UNDEFINED	Lump Sum		

MATERIALS, SUPPLIES, PARTS AND EQUIP
FFP
Restricted. 300,000 Square Feet and below. Option Year 4. (DO NOT PROPOSE ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AE		UNDEFINED	Lump Sum		

CORRECTIVE MAINTENANCE
FFP
Restricted. 300,000 Square Feet and below. Option Year 4. (DO NOT PROPOSE
ON THIS LINE ITEM - this line item will be used with task order award only.)

MAX
NET AMT

FOB: Destination

Section C - Descriptions and Specifications

SCOPE OF WORK

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
TECHNICAL AND NON-TECHNICAL SERVICES
FOR
MEDICAL FACILITIES

1.0 OBJECTIVE

****1.1** The purpose of this contract is to provide Operation and Maintenance (O&M) services at Government medical (with limited non-medical) facilities in the continental United States, Alaska, and Hawaii, as well as overseas locations to include Guam, Portugal, Turkey, Spain, Japan, Germany, England, Korea, and Italy. These O&M services will consist of those actions required to preserve and maintain government medical and non-medical real property facilities in such a condition that they may be effectively used for their designated functional purpose. Although this acquisition applies to medical and non-medical facilities, the primary focus of this acquisition will be medical facilities. OCONUS medical facilities will be limited to less than 15% of the program capacity. These services will include scheduled maintenance, unscheduled maintenance, repair/replacement/renovation of facility functional areas, systems and equipment, hospital aseptic services (housekeeping), grounds maintenance, pest management, medical equipment maintenance/repair, equipment inventories, condition assessments, identification and or validation of problems/deficiencies, preparation of work plans describing method of correction/repair, actual execution of work plan to repair failed or failing medical and non-medical facility systems and equipment, implementation of automated maintenance management and CADD systems, facility management support, project management, **O&M funded minor construction work** within and without facilities, and other activities associated with operation, maintenance, and repair. Facility systems will include all mechanical, electrical, architectural, utility, and site systems, equipment and components. These O&M services will include, but are not limited to hospitals, clinics, administrative, pharmacies, veterinarian, dental, training, research, plants, labs, and storage facilities as well as some non-medical facilities associated with these medical facilities. Government medical facility maintenance/repair/renovation shall conform to the requirements of the Joint Commission on Accreditation of Health Care Organizations (JCAHO) Environment of Care Standards and other applicable codes and standards. This objective will be achieved through the implementation of task orders issued under the terms of this contract.

1.2 Contract Area: This acquisition is based on three geographical zones described below. The zones were created to divide the contract area into smaller parts to permit small business participation, and for wage rate considerations. The Contractor shall provide O&M services at facilities in the zones awarded in the contract.

<u>Zone 1</u>	<u>ZONE 2</u>	<u>Zone 3 (OCONUS)</u>
CONUS	Alasaka	Guam
	Hawaii	Portugal
		Turkey
		Spain
		Japan
		Germany
		England
		Korea
		Italy

2.0 SERVICES TO BE PERFORMED

2.1 General Services: Task orders shall contain a detailed scope of work for each task. The scopes will be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed. The scopes will allow contractor freedom to determine how to meet the Government's performance objectives. Performance measures for each task order will be agreed before award depending on the nature of services/work required and conforming to FAR 37.602-1. The applicable performance measures/metrics, as later refined in task orders, may include, but are not limited to, number of customer complaints, response times, average daily scheduled downtime, number of unanticipated downtime hours, "non-wrench" time effort, percentage of emergency calls, compliance with applicable codes and standards and safety and quality control plans, progress reporting, and meeting task order technical and schedule requirements. The government may also employ non-monetary incentives/disincentives, as authorized by FAR 37.602-4. An example of a positive incentive is recognition of excellent contractor performance on the CEHNC website and the Huntsville newsletter. An example of a negative incentive is reporting of substandard contractor performance to the Director of Contracting and/or the Huntsville Commander. Fair Opportunity requirements under Section 803 of Public Law 107-107 and implementing DFARS guidance will be utilized for award of task orders (over \$100,000) under the resulting contracts. The Contractor shall, upon issuance of a task order, supply all personnel, tools, equipment, transportation, materials, and supervision (except as otherwise noted or provided) to safely and efficiently perform specified services. Any Government property provided to the contractor shall conform to FAR subpart 45.3 requirements. All tasks to be completed under this contract shall be performed in accordance with applicable provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1 as well as the Contractor's approved safety and health plan.

2.1.1 Schedules: The Contractor shall complete all work and services under this contract in accordance with schedules that are established in each task order. Submittal types, frequency and dates will be included in the individual task orders. These dates identify when information is due to the issuing Government Office and other addresses identified in the individual task orders. The types and numbers of submittals and dates and places for review/inspection shall be established by each task order under this contract.

2.1.2 Contractor's Representative: The Contractor shall execute the work under the direction of a Contractor Project/Contractor Facility Manager approved by the Contracting Officer. The Contractor shall oversee task accomplishment, administer all contract efforts, and answer all questions pertaining to the tasks during the life of the contract. The Contractor shall be responsible for the complete coordination of all work under this contract. All work shall be accomplished with adequate internal controls and quality control (QC) review procedures which will eliminate conflicts, errors, breakdowns, inefficiencies, damages, delays, deteriorations, and omissions in the performance of the work.

****2.1.3 Codes, Standards, Laws, and Regulations:** The Contractor shall adhere to all codes, standards, **laws**, and regulations as specified herein and in the individual task order. Where no codes, standards, **laws**, and regulations are specified, the Contractor shall determine applicable codes, standards, **laws, and regulations**, and develop procedures to apply to the situation. All codes, standards, **laws**, and regulatory requirements referenced by the Contractor will

be based on the latest edition of applicable codes (with specific dates identified) and industry practices at the time of contract award. All work shall comply with local, state, national, or military codes, standards, **laws**, and regulations whichever is the most stringent.

2.1.4 Work Certification: Registered professionals (e.g., engineers, architects, hygienists, operators, etc.) shall be available to perform and certify work, such as work that involves a potential life safety threat.

2.1.5 Documentation: The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, schedules, and information necessary for the Contractor's management, operation, and maintenance of the facility as well as Government management of the individual task orders and the total program. This documentation shall be available to the Contracting Officer upon request.

****2.1.6 Telephone Conversation/Correspondence Log:** The Contractor shall maintain a telephone conversation and correspondence log which documents, dates, and summarizes all **significant** efforts in these areas.

2.1.7 Site Security: The Contractor shall maintain site security as required by each task order. However, as a minimum, the Contractor shall maintain the site and all other contractor controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with installation security requirements.

2.1.8 Accident Reports: The Contractor shall comply with accident reporting requirements as outlined in the U.S. Army Regulation No. 385-40, which will be furnished by the Contracting Officer. All accident reports shall be submitted to the Contracting Officer.

2.1.9 Public Affairs: The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the Contracting Officer for comment.

2.1.10 Safety and Health Plan: The Contractor shall develop, document, and implement an effective safety and health plan for this contract, including a corporate site safety and health plan prepared in accordance with DD Form 1423, DID OMEE0001. This corporate site safety and health plan shall be submitted to the Contracting Officer for approval within 30 days after contract award. A task/site specific safety and health plan (Accident Prevention Plan) shall be developed/adapted to the services specified on the individual task orders.

2.1.11 Quality Control and Surveillance Plan: The Contractor shall develop, document, and implement a quality control and surveillance plan for this contract, including a corporate site quality control plan prepared in accordance with DD Form 1423, DID OMEE0002. This corporate quality plan shall be submitted to the Contracting Officer for approval within 30 days after contract award. A task/site specific quality control plan shall be developed/adapted to the services specified on the individual task orders, and submitted with each task order facility operation and maintenance plan.

****2.1.12** The Government shall have the ownership of all surveys, O&M plans, and proposals submitted to the Contracting Officer. If after the Contractor has produced a facility O&M concept plan (FOMCP), Facility O&M plan (FOMP), proposals, and/or site surveys the Government chooses to pursue a project by means other than this contract or contractor, the Government shall do so as owner of all surveys, proposals, and plans submitted to the Contracting Officer.

2.1.13 Progress Reporting: The contractor shall provide progress reports with the content and frequency prescribed under DD Form 1423, DID OMEE0006.

2.2 Specific Services:

2.2.1 Permits: The Contractor is responsible for identifying, obtaining and renewing all permits from Federal, state, local, or installation agencies to carry out the requirements specified in this contract or detailed on a individual task order.

2.3 Contract Data Requirements List (CDRL), DD Form 1423: These forms are attached in Section J of this contract. These forms show the frequency, number of copies, and location of data submittals in the scope of work. Each CDRL has a corresponding DID.

2.4 Data Item Description (DID), DD Form 1664: These forms are attached in Section J of this contract. These forms are referenced throughout the contract and contain the instructions for preparation of the data required to be submitted. Each DID has a corresponding CDRL.

3.0 ACTIVITIES UNDER OPERATIONS AND MAINTENANCE TASKS

3.1 Task Orders: The activities to be performed by the Contractor under this contract and subsequent task orders shall be based on the Data Item Descriptions shown below (this list is not all-inclusive for all tasks that may be required). The specific tasks to be performed will be identified in each task order scope of work.

3.1.1 Safety and Health Plan (SHP): The contractor shall submit a SHP in accordance with DD Form 1423, DID OMEE001.

3.1.2 Quality Assurance and Surveillance Plan/Quality Control Plan (QCP): The contractor shall submit a QCP in accordance with DD Form 1423, DID OMEE002.

3.1.3 Facility Operation and Maintenance Concept Plan (FOMCP): The contractor shall submit a FOMCP in accordance with DD Form 1423, DID OMEE003.

3.1.4 Facility Operation and Maintenance Plan (FOMP): The contractor shall submit a FOMP in accordance with DD Form 1423, DID OMEE004.

3.1.5 Commissioning Plan: The Contractor shall submit a commissioning plan in accordance with DD Form 1423, DID OMEE005.

3.1.6 Progress Reporting: The contractor shall submit progress reports in accordance with DD Form 1423, DID OMEE006.

3.1.7 Work Plan Preparation: The contractor shall submit work plans in accordance with DD Form 1423, DID OMEE007.

3.2 Plan Implementation: When directed by the Contracting Officer, the Contractor shall implement the approved plan(s) designated for the task order.

****4.0 Deleted.**

5.0 CODES, STANDARDS, AND GOVERNMENT REGULATIONS: The codes, standards, and Government regulations listed below are typical of the types and level of those required in this contract. This list is representative; it is in no way complete for the variety of facility services provided by this contract. It is the responsibility of the Contractor to identify by title, identifying number and latest applicable date, the codes and standards required to satisfy each task order as well as to obtain copies for his/her use under this contract.

a. Codes and Standards

ADA

Americans with Disabilities Act

ARI	Air Conditioning and Refrigeration Institute
AHA	American Hospital Association
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASTM	American Society of Testing and Materials
ASME	American Society of Mechanical Engineers
ASEE	American Society of Electrical Engineers
CFR	Code of Federal Regulations
EIA	Electronics Industry Association
JCAHO	Joint Commission on Accreditation of Health Care Organizations
NPC	National Plumbing Code
NEC	National Electric Code
NFPA	National Fire Protection Association
UFC	Unified Facility Criteria
UL	Underwriters' Laboratories

b. Government Regulations

AFR	Air Force Regulation
AFM	Air Force Manual
AR	Army Regulation
DG	Design Guides
ER	Corps of Engineers Regulation
MIL	Military Handbooks
UBC	Uniform Building Code
UFC	Unified Facility Criteria
AR 385-40	Accident Reporting Requirements
EM 385-1	Safety and Health Requirements Manual (Available from U.S. Government Printing Office)
AFI 32-1032	Planning and Programming Real Property Maintenance Projects Using Appropriated Funds DA Pamphlet
420-11	Project Definition and Work Classification

Codes, Standards, and Government regulations listed above will be used in the performance of work described in the individual task orders. Task orders will define specific code, standard and/or regulation. This list is for the contractor's advance information.

End of Section C

Section E - Inspection and Acceptance

LOCAL CLAUSES

SECTION E – INSPECTION AND ACCEPTANCE

ACCEPTANCE

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the contracting officer.

Government inspection and acceptance will not relieve the contractor of responsibility for technical adequacy, quality, or inspection of its work.

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

CLAUSES

SECTION F

DELIVERIES OR PERFORMANCE

DELIVERABLE DISTRIBUTION

The specified number of deliverables listed on the DD 1423, Contract Requirements Data List are the minimum number required. Each order will state specific numbers and address which are in addition to those stated on the DD Form 1423. The contractor will submit the additional copies directly to the addresses provided in each individual order.

ORDERING AND PERIODS OF PERFORMANCE

The term for issuing orders under this contract shall commence upon award of the contract and end 12 months from that date. Additional 12-month periods may be established upon exercise of options for those periods. Notwithstanding the expiration date of this contract, the contractor shall complete performance and deliveries of all delivery orders or modifications thereto which are issued prior to 2400 hours midnight, of the expiration date of the contract provided such performance does not exceed 365 calendar days thereafter. The period of performance will be specified in each delivery order. Job rates in effect at the time of ordering apply regardless of duration of the performance period.

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ * for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

*The amount will be filled in at time of task order award , as applicable.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

LOCAL CLAUSES

Section G - Contract Administration Data

52.216-4505 TASK ORDER CONTRACT AND DELIVERY ORDER OMBUDSMAN

The Head of Contracting Activity is required to appoint a task/delivery order ombudsman per FAR 16.505(b)(4). For all USACE contracting activities the ombudsman contact can be located at the following web site address:

<http://www.hnd.usace.army.mil>

(Go to "Doing Business with HNC", then "Directorate of Contracting", and "Vendor Information" to locate the ombudsman information.)

Ombudsman may be involved in all aspects of awarding task and delivery order contracts, the authority is limited to issues pertaining to the awarding of tasks and delivery orders under multiple award contracts.

Ombudsman may have the authority to: a) Review complaints from contractors awarded multiple award contracts that have not been afforded a fair opportunity; b) Require that the contracting officer take corrective action regarding the complaint; c) If the contracting officer doesn't agree with the ombudsman, the matter will be decided by the PARC (Principle Assistant Responsible for Contracting).

Multiple award task and delivery order contracts shall identify the ombudsman.

(End of clause)

52.242-4003 CONTRACT ADMINISTRATION OFFICE

The contract administration office for this contract is located at the following address:

Commander
US Army Engineering & Support Center, Huntsville
ATTN: CEHNC-CT-S (Susan Cunningham)
4820 University Square
PO Box 1600
Huntsville, AL 35807-4301

(End of clause)

52.242-4004 CONTRACTING OFFICER

The Contracting Officer for this contract is:

Mr. J.R. Larkin
Phone: 256-895-1131
Fax: 256-895-1262
E-mail: J.R.Larkin@hnd01.usace.army.mil

(End of clause)

52.242-4005 CONTRACT SPECIALIST

The Contract Specialist for this contract and the primary point of contact is:

Mrs. Susan Cunningham
Phone: 256-895-1137
Fax: 256-895-1262
E-mail: Susan.L.Cunningham@hnd01.usace.army.mil

(End of clause)

TECHNICAL LIAISON AND SURVEILLANCE

Performance by the contractor of the technical aspects of this contract as described in the Statement of Work is under the cognizance of the US Army engineering & Support Center, Huntsville. All matters relating solely to the technical aspects of the contractor's performance may be communicated directly to the technical point of contact named in paragraph b below. All other matters shall be referred to the contract specialist named in 52.242-4005, Contract Specialist.

The technical point of contact is:

Mr. Tom Corcoran
Phone: 256-895-1774
Fax: 256-895-1262
E-mail: Thomas.G. Corcoran@hnd01.usace.army.mil

52.242-4419 DISBURSEMENT/BILLING OFFICE ADDRESS

All invoice/payment requests for this contract shall be sent to the designated billing office which is:

US Army Engineering & Support Center, Huntsville
ATTN: CEHNC-CT-S (Melissa Jennings)
4820 University Square
PO Box 1600
Huntsville, AL 35807-4301

Failure to submit invoice/payment requests to the designated billing address indicated above will not be considered a proper invoice under the Prompt Payment Act.

b. Disbursement will be made by:

US Army Corps of Engineers Finance Center
7800 Third Avenue
Millington, TN 38054-8001

(End of Clause)

PROJECT MANAGER

The primary Project Manager on this contract and your technical point of contact is:

Mr. Doug Wilson
Phone: 256-895-1532
E-Mail: Douglas.H.Wilson@hnd01.usace.army.mil
FAX: 256-895-1262

(End of clause)

52.242-4650 I BILLING PROCEDURES

The Contractor shall submit monthly billings using Standard Forms 1034 and 1035 to invoice its costs (or agreed-to amounts based on percentage of completion, etc.) in accordance with the applicable clause entitled "Fixed Price," "Payments under Fixed-Price Construction Contracts" and "Payments Under Time-and-Materials and Labor-Hours Contracts." All documents submitted for payment shall reference the accounting and appropriation data set forth in the individual task orders.

(End of clause)

52.242-4667 CONTRACT SPECIALIST ON INDIVIDUAL TASK ORDERS

The Contract Specialist after award of this contract and your primary point of contact will be identified on individual task orders in block #7 of the task order.

(End of clause)

Section H - Special Contract Requirements

CLAUSES

Section H – Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

****52.0001-4019 CONTRACT VALUE**

All awards will be made to responsible and qualified offerors conforming to the solicitation requirements, fair and reasonable pricing, and other announced factors of consideration. If it is not possible to award to a qualified 8(a) prime, then the 8(a) set-aside will be cancelled in accordance with existing regulations and procedures, and that capacity will remain in the restricted pool. It is anticipated that the total estimated value of all contracts intended to be awarded under this solicitation is \$375 million; \$150 million for the restricted pool and \$225 million for the unrestricted pool. These capacity pools will remain separate for ordering purposes (i.e., restricted capacity will remain in the restricted category, and unrestricted capacity will remain in the unrestricted category). This programmatic capacity may be increased by 25% in each capacity pool (unrestricted and restricted) during the life of the contract. Each pool of contractors will share program values (i.e., all contractors in restricted pool will share \$150 million and all contractors in unrestricted pool will share \$225 million). The minimum obligation for the unrestricted pool is \$5,000.00 per year per contract, and for the restricted is \$5,000.00 per year, per contract. The competitive process established by Section 803 of Public Law 107-107 and DFARS 216.505-70 will be utilized when awarding task orders under these IDIQ multiple award contracts.

Estimated Unrestricted capacity pool:	\$225,000,000
Estimated Restricted capacity pool:	\$150,000,000
Maximum value of each unrestricted contract	\$224,875,000 (Unrestricted capacity pool minus minimum obligations)
Maximum value of each restricted contracts	\$149,975,000 (Restricted capacity pool minus minimum obligations)

52.100-4000 PERFORMANCE BY FOREIGN NATIONALS

Contractors shall not employ the service of any foreign national to work under this award regardless of pay status without prior written approval of the Huntsville Center Security Office (request should be made through the Contracting Officer). No contractor personnel shall use or have access to any government computer systems (stand alone or networked) in performance of services outlined under this contract. Any requirement for use of government computer equipment shall be approved in writing by the Contracting Officer. The Contracting Officer will obtain appropriate government security office approvals and/or clearances from the Technical POC for incorporation into this award under a formal written modification
(End of clause)

52.106-4001 CONTRACTING OFFICER'S INSTRUCTIONS

a. The Contractor will not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative (COR). If a COR is appointed, the appointment will be done by letter to the COR with the scope of the COR's authority set forth in the appointment letter. A copy of the appointment letter will be furnished to the Contractor.

b. No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The contractor is responsible for ensuring that all contractor personnel are knowledgeable and cognizant of this contract provision.

Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

c. No information other than that which may be contained in an authorized modification to the contract duly issued by the Contracting Officer which may be received from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this purchase instrument or reference drawings and/or specification.

(End of clause)

52.217-4012 OPTION TO EXTEND ORDERING PERIODS

Option years 1, 2, 3, and 4 may be exercised, by receipt of written notices, on or before 1 year after award of the basic contract, option year 1, option year 2, option year 3, respectively.

(End of clause)

52.219-4009 - SUBCONTRACTING GOALS (APPLIES TO "OTHER THAN SMALL BUSINESSES" ONLY)

Of the amount subcontracted, the contractor should subcontract 57.2% to small businesses, which includes:

8.9% to small-disadvantaged businesses

8.1% to women-owned businesses

3% to Service-Disabled Veteran-Owned Small Businesses, and

3% to HUBZone

(End of clause)

52.222-4610 APPLICATION OF SERVICE CONTRACT ACT AND DAVIS-BACON CLAUSES

The contract includes both Service Contract Act and Davis-Bacon Act provisions. Orders are to be considered services unless identified in the order as construction. The appropriate wage determination (Service Contract Act or Davis Bacon Act, as applicable) will be provided at the time the contractor is requested to submit a proposal for individual task orders.

52.228-4015 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION

(Applies only to those task orders identified as "construction" or as being subject to the "Davis-Bacon Act.")

(a) Definitions. As used in this solicitation and resultant contract—

(Unless otherwise instructed by the Contracting Officer) Original contract price means the award price of the individual task order(s) (the construction portion only, excluding the price for the site investigation and work plan).

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds (on an individual task order basis) to the Contracting Officer as follows: (the Contracting Officer reserves the right to require bonds for task orders less than \$100,000)

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days of receiving notice-to-proceed, or otherwise specified by the Contracting Officer, but in any event, before commencing construction performance.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270bI. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

NOTE: FOR TASK ORDERS CONTAINING CONSTRUCTION WORK BETWEEN \$25,000.00 - \$100,000.00, REFERENCE SECTION I – FAR 52.228-13.

52.236-4616 VIDEO RECORD

The Government reserves the right to make a video record of all contractor fieldwork performed under this contract. This record will not be used as a measure of contractor performance but as a record of remedial actions taken. Video records will be made by the Government and not the contractor.

52.231-4000 TRACKING COSTS

Contractor's accounting system shall be capable of tracking and allotting/identifying costs by individual task orders.

(End of clause)

**52.231-4202 DIRECT COST

Contractor employee consumables and/or personal equipment are not an allowable direct cost under this contract. Examples of consumables are personal tools, clothing (**except uniforms**) , food and drinks.

(End of clause)

52.237-4602 PERFORMANCE-BASED CONTRACTING – SERVICE TASK ORDERS

It is anticipated that the majority of task orders issued against resultant contracts will be services and subject to the Service Contract Act.' Some task orders issued may be considered 'Construction' and subject to the "Davis-Bacon Act." For Service Contract Act task orders, Performance Based Contracting methods under FAR Subpart 37.6 will be utilized. The scopes will be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed. The scopes will allow the contractor freedom to determine how to meet the Government's performance objective. Performance measures for each task order will be agreed before award depending on the nature of services/work required. The applicable performance measures/metrics may include, but are not limited to, quality of the services/work, progress reporting, safety incidents, and meeting task order technical and schedule requirements. The Government may also employ non-monetary incentives/disincentives, as authorized by FAR 37.602-4. Example of positive incentive – Recognition of excellent contractor performance on the CEHNC (Corps of Engineers, Huntsville) website and in the CEHNC newsletter. Example of negative incentive – Reporting of substandard contractor performance to the CEHNC Director of Contracting or the Commander.

(End of clause)

52.242-4000 PERFORMANCE EVALUATION OF CONTRACTOR

Per individual task order(s), or as otherwise directed by the Contracting Officer, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared. Final evaluation will be prepared within 45 days after delivery is complete. Delivery is considered to be complete when all items have been shipped and/or when performance of the services is substantially complete, i.e., when final report and/or completion of work has been determined technically acceptable.

(End of clause)

52.242-4016 KEY PERSONNEL

a. Key personnel includes Program Manager, Facility Maintenance Manager, Contract Administrator, and Project Manager.

b. It is essential that the key personnel identified in the contractor's offer (including those of significant subcontractors and new hires) be used to perform work under this contract. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the contracting officer: PROVIDED, that the contracting officer may ratify in writing such diversion and such ratification shall constitute the consent of the contracting officer required by this clause. The personnel listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

****SUBCONTRACTED KEY PERSONNEL**

Subcontracted Key Personnel is defined as those subcontracted individuals **who occupy positions referenced in Section H, clause 52.246-4016.** whose participation is essential in performing or personally directing the work for this contract.

(End of clause)

****NEW HIRE KEY PERSONNEL**

. New Hire Key Personnel is defined as those individuals who are not currently employed by the offeror **who occupy positions referenced in Section H, clause 52.246-4016.** whose participation is essential in performing or personally directing the work for this contract.

(end of clause)

52.242-4017 I REQUIRED INSURANCE

The Contractor, in accordance with the clause "Insurance—Work on a Government Installation (JAN 1997) (FAR 52.228-5)," shall procure and maintain at least the minimum kinds and amounts of insurance as specified in FAR 28.307, and all related subparagraphs, and shown below:

Worker's compensation and employer's liability	\$100,000
General liability – bodily injury	\$500,000/occurrence
Automobile liability – bodily injury	\$200,000/person
	\$500,000/occurrence
Automobile liability – property	\$ 20,000/occurrence

(End of clause)

52.242-4609 CONFERENCES

Periodic meetings shall be scheduled whenever requested by the Contractor or directed by the Contracting Officer for the resolution of questions or problems encountered in the performance of the work. The Contractor and/or the appropriate representative(s) shall be required to attend and participate in all conferences pertinent to the work required under this contract as directed by the Contracting Officer.

52.242-4610 WRITTEN RECORDS

The Contractor shall provide a written record of all significant conferences, meetings, discussions, telephone conversations, etc., with Government representative(s) relative to this contract in which the Contractor and/or designated representative(s) thereof participated. These records shall be dated and shall identify the contract number, and paragraph reference if applicable, participating personnel, subject discussed, and conclusions reached. The Contractor shall forward to the Contracting Officer, as soon as possible (not to exceed 10 calendar days), a reproducible copy of the records. The Contracting Officer may edit and return the record for correction or prepare an addenda which includes additional information or information that differs from that stated by the Contractor.

(End of clause)

52.242-4021 LICENSES AND PERMITS

The successful offer shall be responsible for obtaining any necessary licenses and permits and for complying with all laws, ordinances, statutes, and regulations in connections with the furnishing of the services herein. The offeror will bear the burden of any cost associated with the license and permits.

52.242-4080 PUBLIC DISCLOSURESa0ctb

The contractor shall make no public announcements or disclosures relative to information contained or developed in this contract except as authorized by the Contracting Officer.

**52.242-4614 METHOD OF ORDERING – (UNILATERAL AND BILATERAL)

a. Supplies and services to be furnished under this contract shall be ordered by the issuance of both bilateral and unilateral orders using DD Form 1155. Task order types can be firm-fixed price, time-and-materials or a combination of both.

****b.** The Government shall be under no obligation to issue any particular number or types of orders and no liability to the contractor shall be incurred in the event that a certain number or types of orders are not issued; however, the Government guarantees a minimum ordering obligation of \$5,000 per contract per year for **the basic contract and for** each option year exercised. (NOTE: This is a minimum ordering obligation; NOT a minimum payment. Contractor shall only be entitled to **breach of contract damages, i.e.,** anticipated profit for an order of this amount and provable standby costs in the event that the Government does not issue orders for the value of the minimum-ordering guarantee.) The contractor shall furnish to the Government, when and if ordered, the services and/or materials set forth in the Schedule B and shall undertake performance in accordance therewith and within the monetary limitations set forth therein. For the duration of the contract, the contractor shall maintain the capability to perform the orders issued hereunder on a short reaction basis, which is defined as being able to meet in **five (5)** workday response time, from time of receiving the order until performance commences.

c. Orders Under Multiple Award Contracts

(1) The Defense Federal Acquisition Regulation Supplement defines how orders for services are placed against multiple award contracts. Orders between \$2,500 and under \$100,000 will be awarded utilizing fair opportunity requirements of FAR 16.505(b)(1). Exceptions to the fair opportunity process of FAR 16.505(b)(1) are outlined in FAR 16.505(b)(2) and are listed below. Orders exceeding \$100,000 will be awarded in accordance with Section 803 of Public Law 107-107 and DFARS 216.505-70(b), which requires the Contracting Officer to contact all awardees under the multiple award contract that are capable of performing the work and provide them an opportunity to submit a proposal that must be fairly considered for award, unless an exception to DFARS 216.505-70(b) applies.

**** (2) Fair Opportunity – Under \$100K:** In determining the procedures for providing awardees a fair opportunity (under \$100,000) to be considered for each order, the contracting officer may exercise broad discretion and will consider price in the selection factor and may consider elements such as past performance, quality of deliverables, cost control, or other factors that the contracting officer, in the exercise of sound business judgement, believes are relevant to the placement of orders. The procedures for selecting awardees for the placement of particular orders need not comply with the competition requirements of Federal Acquisition Regulation Part 6, although fair consideration will be given to all awardees prior to the placement of an order, unless an exception applies. Formal solicitations, evaluation plans, or scoring of offers or quotes are not required. The contracting officer may employ oral proposal and streamlined procedures when selecting an order awardee. In addition, the contracting officer need not contact each of the multiple awardees under the contract for orders under \$100,000 before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. ****Based on fair consideration principles in FAR 16.505, the Contracting Officer may award one or more contractors more work than the other awardees.**

**** (3) Section 803 Competitions – Over \$100K:** The competitive process established by Section 803 of Public Law 107-107, FAR 16.505, and DFARS 216.505-70 will be utilized when awarding task orders which are expected to exceed \$100,000.00. **The Contracting Officer may award one or more contractors more work than the other awardees.**

(4) Each order for services exceeding \$100,000 must be made on a competitive basis, unless the contracting officer waives the requirement on the basis of a written determination that -

- a. One of the circumstances described at FAR 16.505(b)(2)(1) through (iv) applies to the order; or
- b. A statute expressly authorizes or requires that the purchase be made from a specified source.

(5) No protest under FAR Subpart 33.1 is authorized in connection with the issuance of an order under the proposed task order contract, except for a protest that the order increases the scope, period or maximum value of the contract.

d. Ordering

(1) UNILATERAL ORDERS. Use of unilateral (time-and-materials) task orders wherein the contracting officer will send to the contractor a statement of work (SOW) and a not-to-exceed dollar amount to be performed at the hourly rates stipulated in the applicable portion of Schedule B (or attachment) of this contract (or as otherwise stipulated in the contract) and any other direct/indirect costs to be associated with the performance of the SOW. The provided dollar amount shall constitute an estimated ceiling price which the contractor may not exceed except at his own risk. If the contractor anticipates that the work effort cannot be completed within the ceiling price, the contractor shall submit to the contracting officer within 30 days of reaching 85% of the ceiling, or as specified in the individual task order, a justification for any anticipated increase in the amount of the ceiling price. The contracting officer may either increase or allow the ceiling price to remain in effect. The contractor SHALL NOT transfer labor, material or travel dollars between separate orders without the prior approval of the contracting officer. (For further explanation, reference Section I, FAR clause 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts.")

**** (2) BILATERAL ORDERS.** Prior to issuance of any bilateral task **over \$100K**, the Government will transmit a **Request for Proposal (RFP)**, the **Scope of Work (SOW)** and any applicable wage determinations **or Collective Bargaining Agreements** to all contractors **within the appropriate Facility Size Range**, unless one of the exceptions of FAR 16.505(b)(2)(i) through (iv) apply. After receipt of the RFP, SOW and applicable wage determinations, the contractor shall provide a cost proposal to perform the SOW utilizing the labor categories or formulas set forth in this contract. The proposal must include all elements requested in the RFP, such as labor, materials, travel, subcontracting, etc., required for completion of the SOW, and the technical rationale therefore. **Proposals will be required by the date of the RFP letter.** Based upon the contractor's proposal, the Government will select the contractor that is determined to be the best value to the government, price and other factors considered. **Other factors to be considered include, but are not limited to: technical/management approach, past performance on other task orders, and cost control. The Department of the Army has issued a mandate that all proposals be restricted to 5 pages.** Discussions may be held with **one or more** contractors, or just the contractor that the government determines to be the best value. An agreement on an estimated ceiling price if for a time-and-materials order, or for a fixed amount in the event of a firm-fixed price order will be established between the parties. After agreement by the Government and the contractor considered to be the best value to the government, the Government will provide an unsigned task order containing the SOW and wage determinations (as applicable) at the agreed-upon estimated ceiling price or fixed price for signature by the contractor. The contractor must return the signed task order to the Government for signature by the contracting officer within 3 workdays of receipt. **EXPEDITED.** When task order performance is urgent, the Government will transmit the SOW via facsimile or other electronic means. Within 2 working days and not later than the third morning (10:00a.m.) the contractor shall provide an estimate of the cost to perform the SOW and the technical rationale therefore. Discussions, if necessary, will be conducted to determine a fair and reasonable price. Upon agreement of the not-to-exceed ceiling price or fixed price, the Government will transmit the task order via overnight mail service or issue a facsimile award, whichever is most advantageous and price effective. **The Government will strive to allow as much time as possible for RFPs to be issued and proposals to be received. Contractors are not required to submit a proposal; and a "no proposal" advisement will not be viewed in a negative manner. If the RFP is for a site where there is currently a task order in place which is expiring and the award is going to be made to a contractor other than the incumbent, a bilateral modification to the existing task order may be performed to extend the current task order for a period of time (probably 2-4 weeks), when necessary, to accommodate ramp down of the current contractor and ramp up of the incoming contractor. Responsibilities for the ramp up and ramp down will be delineated between the two contractors. Upon award of the task orders, an e-mail will be sent to all contractors notifying them of the identity of the successful offeror. Awards will be made prior to the performance period of the task order.**

e. If the contractor determines that the SOW is not within the scope of the basic contract, the contractor shall notify the contracting officer immediately in writing and shall include the reason for such judgement.

f. All orders will be signed by the contracting officer before performance of work is to begin. No work shall be initiated by the contractor prior to receipt of the signed task order, unless otherwise directed/authorized by the contracting officer. It is the intent of the Government to distribute the issuance of task orders over the period of the contract; however, due to the nature of the mission, there is no guarantee of an orderly flow of work. Task orders may be issued under this contract from date of award throughout contract period of performance.

g. All task orders issued hereunder are subject to the terms and conditions of the basic contract. The basic contract shall control in the event of conflict with any task order.

h. When mailed or sent by electronic facsimile, a task order shall be deemed "issued" for purposes of this contract at the time the Government deposits the task order signed by the contracting officer in the mail or transmits the order by electronic facsimile (FAX). For task orders other than those mailed or sent by electronic facsimile, the task order shall be deemed "issued" when signed by the contracting officer.

i. The work to be performed shall be in accordance with the written SOW attached to each task order and made a part thereof.

(End of clause)

52.242-4611 TRAVEL EXPENSES

a. Travel expenses are separately reimbursable items under time-and-materials task orders. Maximum amount allowable as travel expenses will be as specified in the Government's Joint Travel Regulation (JTR) Volume II in effect at the time travel occurs and charged in accordance with FAR 31.205-46, "Travel costs," and 52.216-7, "Allowable Cost and Payment." Handling charge or profit on travel cost is NOT allowed. Copies of the Joint Travel Regulation, Volume II, may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Vouchers submitted for payment of travel expenses shall include, as a minimum, the following information: Name of traveler, destination, time and date of departure and return, company position, purpose, and cost broken into elements. Supporting documentation shall be provided as required by FAR 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts," and/or as otherwise required by the Contracting Officer.

b. Travel expenses are not separately reimbursable under fixed price task orders; all travel costs shall be incorporated in the agreed upon fixed price. However, the same regulations, etc. as noted above shall be used/followed in the development of, proposal of, and agreement on price for fixed price orders.

(End of clause)

52.242-4644 ATTAINMENT OF OBJECTIVES

The quality and depth of effort required for the attainment of the objectives of this proposed contract shall be performed by personnel possessing not less than the level of qualifications proposed by the offeror(s) and considered by the Government in the award of this proposed contract.

(End of clause)

.

**52.242-4656 DISMISSALS

The contracting officer may require the contractor to dismiss from work hereunder such employee or employees as the contracting officer deems incompetent, careless, or insubordinate or whose continued employment is deemed inimical to the public interest by the contracting officer. Before dismissal, **notice** will be **provided to** the Contractor's Program Director.

52.245-4602 GOVERNMENT PROPERTY

The Government reserves the right to furnish part or all documentation, materials, and/or equipment as may be deemed necessary by the Contracting Officer or his duly authorized representative for performance of each order issued, subject to the terms and conditions of the applicable clause(s) of this contract and/or individual task orders.

(End of clause)

****SUBCONTRACTING PLAN SUBSTITUTIONS.** Contractors are specifically notified that based on DFARS 252.219-7003 (g) and as a supplement to FAR 52.219-9, in those subcontracting plans which specifically identify small, small disadvantaged, and women owned businesses, the Contractor should notify the Contracting Officer of any substitutions of firms that are not small, small disadvantaged, and women owned businesses for the firms listed in the subcontracting plan. Notification shall be in writing and should occur within a reasonable period of time after award of the subcontract. Contractor-specified formats will be acceptable.**

****CONTRACTOR QUALIFICATIONS:** Contractors must be fully qualified in providing facilities operation and maintenance services of the type required under this acquisition. The contractors should possess sufficient equipment, personnel, organizational, financial, and technical capability to ensure satisfactory completion of the contract. Experience in performing and/or managing repair work at medical and other facilities, either as a prime, subcontractor, or in a teaming arrangement is desired, as well as experience in developing schedules, quality control plans, safety plans, and methods of cost control. Experience in providing quality assurance over required effort, corporate experience and knowledge in managing operation and maintenance programs, to include personnel, and management of subcontractors is also desired. The primary focus of this contract is medical facilities, and secondarily, relevant non-medical facilities.

JOB DESCRIPTIONS

SECTION H

JOB DESCRIPTIONS

1. JOB DESCRIPTIONS: The Contractor should possess a variety of skills in order to perform this effort. There is no limitation on the use of employees with qualifications exceeding those listed. Recommended Qualification Standards for Labor Categories not covered by Service Contract Wage Act (SCWA) are set forth below. Job description for labor categories covered by SCWA are defined by the U.S. Department of Labor. Registered professionals (e.g., engineers, architects, hygienists, operators, etc.) shall be available to perform and certify work, such as work that involves a potential life safety threat. The contractor will be responsible for ensuring that personnel are properly qualified (i.e., have the necessary certifications) to certify any work requiring certification.

a. Program Manager.

Has overall responsibility for the contractor's operation and maintenance (O&M) program and serves as the single point of contact and liaison between the Contracting Officer and the contractor. Should have a recognized four-year college degree in engineering or related field or business management. Should have a minimum of ten years experience managing and supervising facility operation and maintenance (O&M) projects. Should be familiar with the various codes and standards applicable to the O&M tasks covered by the scope of work.

b. Project Manager

Has overall responsibility for one or several operation and maintenance (O&M) project(s). Should have a recognized four-year college degree in engineering or related field or business management. Should have a minimum of five years experience managing and supervising facility operation and maintenance

(O&M) projects. Should be familiar with the various codes and standards applicable to the O&M tasks covered by the scope of work.

****c. Contract Administrator**

Has responsibility for performing functions related to administration of the basic contract and contract task orders, and other assigned functions. Typical duties would include preparing monthly reports, reviewing and approving invoices, providing assistance to the **contractor's** on-site manager, and administration of subcontracts.

d. Facilities Maintenance Manager I (Category 1 and 2 Medical Treatment Facility)

Has direct responsibility for all operations and maintenance (O&M) effort for a particular task order and/or site. Should have a recognized four-year college degree in engineering or related field and a minimum of three to five years experience managing and supervising facility O&M projects. Should be familiar with the various codes and standards applicable to the O&M tasks covered by the scope of work.

e. Facilities Maintenance Manager II (Category 3 Medical Treatment Facility)

Has direct responsibility for all operations and maintenance (O&M) effort for a particular task order and/or site. Should have a recognized four-year college degree in engineering and a minimum of five to seven years experience managing and supervising facility O&M projects including a minimum of three to five years experience managing and supervising facility O&M work at a medical treatment facility. Should be familiar with the various codes and standards applicable to the O&M tasks covered by the scope of work.

f. General Engineer

Provides technical and professional engineering support in the design and implementation of maintenance and repair projects. Provides technical review of all proposed addition and modification projects. Develops requirements, designs, plans, and specifications for new equipment, and maintenance and repair projects. Performs general engineering duties to support the overall O&M mission. Should have a recognized four-year college degree in engineering and a minimum of three years engineering experience.

****g. Industrial Engineer**

Develops, maintains and manages the facility maintenance and repair schedules. Provides long range planning for scheduled and unscheduled maintenance, priorities, project staffing, funding, repair parts and supply requirements. Applies accepted practices in facilities maintenance management, cost analysis, and automation technology. Provides technical support to manage automated systems. Duties include knowledge of software and control of building systems. Implements and monitors system design found in the systems used for facilities maintenance management, and the operation changes and revises procedures. Manages automated equipment installation, analyzes and troubleshoots system problems. Analyzes costs, needs, resources, additional uses, etc., and determines the optimum configuration.

Should have a recognized four-year college degree in engineering and a minimum of three years engineering experience.

h. Automated Maintenance Management System (AMMS) Operator

Utilizes an automated maintenance management system (AMMS) software package on an automated system such as a personal computer or work station linked to a larger computer or local area network. Enters data such as facility systems and equipment information, equipment maintenance requirements, and work order information into the software system and utilizes the software package to generate output such as work orders, maintenance schedules, and status report and to maintain equipment history records.

i. CADD Operator

Utilizes a computer aided design and drafting (CADD) software package on an automated system such as a personal computer or work station linked to a larger computer or local area network. Obtains and

inputs data into the software package and utilizes the software and drafting procedures to produce drawings, charts, and various types of graphics.

j. Estimator

Prepares a variety of budget, preliminary and final estimates for a variety of operation and maintenance (O&M) projects based on information gathered from oral descriptions, field data, engineering sketches, design tables, and various stages of design drawings and specifications. Prepares budget estimates for planning and programming purposes, and prepares preliminary and final estimates in support of facility O&M projects.

k. Quality Control Officer

Responsible for the establishment and implementation of the contractor's quality control program for a specific task and/or site. Performs QC surveys, audits, and inspections and prepares reports.

l. Safety Officer

Responsible for establishment and implementation of the contractor's safety program for a specific task and/or site. Performs safety surveys, audits, and inspections and prepares reports.

m. Planner/Scheduler

Plans and prepares estimates and schedules for projects for the maintenance, repair and modification of the facilities. Prepares cost estimates from brief statements of work requirements, designs, or plans accompanying requests, visits to job sites, discussion with requester, and reference to standards. Interprets plans and sketches and works out details for modifications or additional work. Examines individual jobs for the most economical and practical method of accomplishment.

****n. Facilities Maintenance Supervisor**

Has direct responsibility for all operations and maintenance (O&M) effort for a particular site. Should have a minimum of ten years of experience in facility O&M work, **and should have** a minimum of five years experience supervising O&M work. Should be familiar with the various codes and standards applicable to the O&M tasks covered by the scope of work.

o. Trades Supervisor

Serves as a supervisor over a trade or several related trades. Provides the necessary on-site leadership skills to support a trade leader encountering unique operating or repair problems. Tours areas, analyzes reports, begins developing solutions before the problems escalate. Develops performance standards, counsels employees on performance, and makes formal and informal performance appraisals.

p. Trades Leader

Serves as a working leader over a work crew or group. Works under the general supervision of a trades supervisor who provides general instructions, standard procedures, overall priorities and policies. Duties include passing along to other workers instructions received from supervisors and getting work started; working along with others and setting the pace; demonstrating proper work methods; ensuring that needed plans, material, and tools are available; obtaining resolution from supervisor on problems that occur during the course of work; ensuring safety and housekeeping rules are followed; checking work in progress and when finished; and reporting to supervisors on the status and progress of work and causes of work delays.

2. DEFINITIONS.

Note: These definitions are applicable to the position of Facilities Maintenance Manager I and II as described in items 1.d and 1.e above.

a. Category 1 Medical Treatment Facility.

A medical facility that has approximately 250,000 gross square feet or less of floor space. Additionally, a medical facility in this category typically is considered to be an ambulatory care (non in-patient) facility, and usually requires O&M staffing only during normal duty hours.

b. Category 2 Medical Treatment Facility.

A medical facility that is between 250,000 and 750,000 square feet of floor space. Additionally, a medical facility of this category could be either an in-patient or out-patient care facility, and could require either 24-hour per day O&M staffing or less than 24-hour per day staffing.

c. Category 3 Medical Treatment Facility.

A medical facility that has approximately 750,000 or more gross square feet of floor space. A medical facility in this category is considered to be an in-patient care facility and normally provides the full range of medical treatment services. This type medical facility normally requires O&M staffing 24 hours a day.

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

(End of clause)

Section I - Contract Clauses

CLAUSES

SECTION I

CONTRACT CLAUSES

The below matrix of the clauses in Section I identifies whether the clause applies to 'service' or 'construction' task orders [of the resultant contract(s)], or both. Applicability is designated by an "X" in the appropriate column(s); however, the contractor(s) shall be held responsible by regulatory applicability, whether annotated below or not.

****THE PURPOSE OF THIS CHART IS TO IDENTIFY WHICH CLAUSES ARE CONSTRUCTION AND WHICH ARE SERVICES****

Clause	Title	Service	Construction
52.202-1	Definitions -----	X	
52.202-1 I	Definitions - Alternate I -----		X
52.203-2	Certificate of Independent Price Determination	X	X
52.203-3	Gratuities -----	X	X
52.203-5	Covenant Against Contingent Fees -----	X	X
52.203-6	Restrictions On Subcontractor Sales To The Government -----	X	
52.203-7	Anti-Kickback Procedures -----	X	X
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity -----	X	X
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity -----	X	X
52.203-12	Limitation On Payments To Influence Certain Federal Transactions -----	X	X
52.204-4	Printed or Copied Double-Sided on Recycled Paper -----	X	X
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment --	X	X
52.211-5	Material Requirements -----	X	
52.211-10	Commencement, Prosecution, and Completion of Work		X
52.211-13	Time Extensions		X
52.215-2	Audit and Records--Negotiation -----	X	X
52.215-8	Order of Precedence--Uniform Contract Format -----	X	X
52.215-10	Price Reduction for Defective Cost or Pricing Data	X	X
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications -----	X	X
52.215-12	Subcontractor Cost or Pricing Data	X	X
52.215-13	Subcontractor Cost or Pricing Data--Modifications -----	X	X
52.215-15	Pension Adjustment and Asset Reversions	X	X
52.215-17	Waiver of Facilities Capital Cost of Money	X	X
52.215-18	Reversion of Adjustment of Plans for Postretirement Benefits Other than Pensions	X	X
52.215-19	Notification of Ownership Changes	X	X
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications -----	X	X
52.216-7 I	Allowable Cost and Payment - Alternate I -----		X
52.216-18	Ordering -----	X	X
52.216-19	Order Limitations -----	X	X
52.216-22	Indefinite Quantity -----	X	X
52.219-4	Notice of Price Evaluation Preference for HUBZone Small		

	Business Concerns -----	X	X
52.219-7	Notice of Partial Small Business Set-Aside -----	X	X
52.219-8	Utilization of Small Business Concerns -----	X	X
**52.219-9	Small Business Subcontracting Plan -----	X	X
52.219-14	Limitations On Subcontracting -----	X	X
52.219-16	Liquidated Damages-Subcontracting Plan -----	X	X
52.222-1	Notice To The Government Of Labor Disputes -----	X	X
52.222-3	Convict Labor -----	X	X
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation -----	X	X
52.222-6	Davis Bacon Act -----		X
52.222-7	Withholding of Funds -----		X
52.222-8	Payrolls and Basic Records -----		X
52.222-9	Apprentices and Trainees -----		X
52.222-10	Compliance with Copeland Act Requirements -----		X
52.222-11	Subcontracts (Labor Standards) -----		X
52.222-12	Contract Termination-Debarment -----		X
52.222-13	Compliance with Davis-Bacon and Related Act Regulations -----		X
52.222-14	Disputes Concerning Labor Standards -----		X
52.222-15	Certification of Eligibility -----		X
52.222-21	Prohibition Of Segregated Facilities -----	X	X
52.222-26	Equal Opportunity -----	X	X
52.222-29	Notification Of Visa Denial -----	X	X
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans -----	X	X
52.222-36	Affirmative Action For Workers With Disabilities -----	X	X
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans -----	X	X
52.222-41	Service Contract Act Of 1965, As Amended -----	X	
52.222-42	Statement of Equivalent Rates for Federal Hires -----	X	
52.222-43	Fair Labor Standards And Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)-----	X	
52.223-5	Pollution Prevention and Right-to-Know Information -----	X	X
52.223-6	Drug Free Workplace -----	X	X
52.223-11	Ozone-Depleting Substances -----	X	X
52.223-12	Refrigeration Equipment and Air Conditioners -----	X	X
52.223-14	Toxic Chemical Release Reporting -----	X	X
52.225-13	Restrictions on Certain Foreign Purchases -----	X	X
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises -----	X	X
52.228-2	Additional Bond Security -----		X
52.228-4	Worker’s Compensation and War Hazard Insurance Overseas -----	X	X
52.228-5	Insurance - Work On A Government Installation -----	X	X
52.228-12	Prospective Subcontractor Requests for Bonds -----		X
52.228-13	Alternative Payment Protections -----		X
52.228-14	Irrevocable Letter of Credit -----		X
52.229-2	North Carolina State and Local Sales and Use Tax -----		X
52.229-3	Federal, State And Local Taxes -----	X	X
52.229-6	Taxes--Foreign Fixed-Price Contracts -----	X	X
52.230-2	Cost Accounting Standards -----	X	X
52.230-3	Disclosure and Consistency of Cost Accounting Practices -----	X	X
52.230-6	Administration of Cost Accounting Standards -----	X	X
52.232-1	Payments -----	X	

52.232-5	Payments under Fixed-Price Construction Contracts -----		X
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	X	X
52.232-8	Discounts For Prompt Payment -----	X	
52.232-11	Extras -----	X	
**52.232-13	Notice of Progress Payments	X	
52.232-17	Interest -----	X	X
52.232-18	Availability Of Funds -----	X	X
**52.232-19		X	
Availability of Funds for the Next Fiscal Year			
52.232-23 I	Assignment of Claims - Alternate I -----	X	X
52.232-25	Prompt Payment -----	X	
52.232-27	Prompt Payment for Construction Contracts -----		X
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration -----	X X	X X
**52.233-1		X	X
Disputes			
52.233-1 I	Disputes - Alternate I -----	X	X
52.233-3	Protest After Award -----	X	X
52.236-1	Performance of Work by the Contractor -----		X
52.236-2	Differing Site Conditions -----		X
52.236-3	Site Investigation and Conditions Affecting the Work -----		X
52.236-5	Material and Workmanship -----		X
52.236-6	Superintendence by the Contractor -----		X
52.236-7	Permits and Responsibilities -----		X
52.236-8	Other Contracts -----		X
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements -----		X
52.236-10	Operations and Storage Areas -----		X
52.236-11	Use and Possession Prior to Completion -----		X
52.236-12	Cleaning Up -----		X
52.236-13	Accident Prevention -----		X
52.236-14	Availability and Use of Utility Services -----		X
52.236-15	Schedules for Fixed Priced Contracts		
52.236-17	Layout of Work -----		X
52.236-21	Specifications and Drawings for Construction -----		X
52.236-26	Preconstruction Conference		X
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation -----	X	
52.242-1	Notice of Intent to Disallow Costs -----	X	X
52.242-3	Penalties for Unallowable Costs -----	X	X
52.242-13	Bankruptcy -----	X	X
52.242-14	Suspension of Work -----		X
**52.243-1 I	Changes--Fixed-Price -- Alternate I -----	X	
52.243-1 II	Changes--Fixed-Price -- Alternate II -----	X	
52.243-3	Changes--Time-And-Material Or Labor-Hours -----	X	X
52.243-4	Changes -----		X
**52.244-2	Subcontracts	X	X
52.244-5	Competition In Subcontracting -----	X	X
52.244-6	Subcontracts for Commercial Items -----	X	X
52.245-1	Property Records -----	X	X
52.245-2 I (Dev)	Government Property (Fixed-Price Contracts) - Alternate I (Deviation) -----	X	X

52.245-4	Government Furnished Property (Short Form)	X	X
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts) -----	X	X
52.246-25	Limitations of Liability – Services	X	
52.248-1	Value Engineering -----	X	
52.248-3	Value Engineering-Construction -----		X
52.249-2	Termination For Convenience Of The Government -----	X	
52.249-2 I	Termination for Convenience of the Government (Fixed-Price) - Alternate I -----		X
52.249-6 I	Termination (Cost-Reimbursement) - Alternate I -----		X
52.249-6 IV	Termination (Cost Reimbursement) - Alternate IV -----	X	
52.249-8	Default (Fixed-Price Supply & Service) -----	X	
52.249-10	Default (Fixed-Price Construction) -----		X
52.249-10 II	Default (Fixed-Price Construction) - Alternate II -----		X
52.252-2	Clauses Incorporated by Reference -----	X	X
52.253-1	Computer Generated Forms	X	X
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies -----	X	X
252.204-7003	Control Of Government Personnel Work Product -----	X	X
252.204-7004	Required Central Contractor Registration -----	X	X
252.205-7000	Provisions Of Information To Cooperative Agreement Holders --	X	X
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty ----	X	X
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	X	X
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country -----	X	X
252.215-7000	Pricing Adjustments -----	X	X
252.215-7002	Cost Estimating System Requirements	X	X
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) -----	X	X
**252.219-7009		X	X
Section 8(a) Direct Award			
**252.219-7010		X	X
Alternate A			
252.222-7000	Restrictions on Employment of Personnel -----	X	X
252.222-7002	Compliance With Local Labor Laws (Overseas) -----	X	X
252.223-7004	Drug Free Work Force -----	X	X
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials -----	X	X
252.225-7001	Buy American Act And Balance Of Payments Program -----	X	X
252.225-7002	Qualifying Country Sources As Subcontractors -----	X	X
252.225-7005	Identification Of Expenditures In The United States -----	X	X
252.225-7009	Duty Free Entry – Qualifying Country Supplies (End Products and Components)	X	X
252.225-7012	Preference for Certain Domestic Commodities	X	X
252.225-7031	Secondary Arab Boycott Of Israel -----	X	X
252.225-7037	Validation of Restrictive Markings on Technical Data	X	X
252.225-7041	Correspondence in English -----	X	X
252.225-7042	Authorization to Perform -----	X	X

****252.227-7013****X****X****Rights in Technical Data – Non Commercial Items**

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises – DOD Contracts	X	X
252.227-7015	Technical Data--Commercial Items -----	X	X
252.227-7016	Rights in Bid or Proposal Information -----	X	X
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends -----	X	X
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government -----	X	X
252.227-7030	Technical Data--Withholding Of Payment -----	X	X
252.227-7032	Rights In Technical Data And Computer Software (Foreign) -----	X	X
252.227-7036	Declaration of Technical Data Conformity -----	X	X
252.227-7037	Validation of Restrictive Markings on Technical Data -----	X	X
252.229-7000	Invoices Exclusive of Taxes or Duties	X	X
252.231-7000	Supplemental Cost Principles -----	X	X
252.232-7008	Assignment of Claims (Overseas) -----	X	X
252.233-7001	Choice of Law (Overseas) -----	X	X
252.236-7000	Modification Proposals-Price Breakdown -----	X	X
252.236-7001	Contract Drawings, Maps, and Specifications -----	X	X
252.236-7005	Airfield Safety Precautions -----	X	X
252.236-7006	Cost Limitations	X	X
252.243-7001	Pricing Of Contract Modifications -----	X	X
252.243-7002	Requests for Equitable Adjustment -----	X	X
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	X	X
252.247-7023	Transportation of Supplies by Sea	X	X
252.247-7024	Notification of Transportation of Supplies by Sea	X	X

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000

52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-13	Notice Of Progress Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000

52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Jun 2003) - Alternate I	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-6 Alt I	Termination (Cost-Reimbursement) (Sep 1996) - Alternate I	SEP 1996
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-10 Alt II	Default (Fixed-Price Construction) - Alternate II	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7005	Identification Of Expenditures In The United States	APR 2002
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within * calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than .the time stated in the task order. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date on individual task orders.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **midnight of the expiration date of the contract**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

52 Any order for a single item in excess of :

Unrestricted awardees = \$112,437,500; Restricted Awardees = \$29,995,000.00

53 Any order for a combination of items in excess of

Unrestricted awardees = \$224,875,000.00; Restricted Awardees = \$149,975,000.00; or

(3) A series of orders from the same ordering office within the life of the contract that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **three** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 24 months after contract expiration.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **Error! Reference source not found.** will notify the **Error! Reference source not found.** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

(PLEASE NOTE THAT THESE RATES ARE CURRENT RATES, NOT TO BE CONFUSED WITH THE DATE OF THE FAR CLAUSE DEVELOPMENT, MAY 1989).

AC Equip Mech	WG-10	\$16.43
Architect	GS-11	\$20.64
Carpenter	WG-09	\$15.71
Civil Engineer	GS-12	\$24.74
Contract Administrator	GS-11	\$20.64
Electrical Engineer	GS-11	\$20.64
Electrician	WG-10	\$16.43
Electronics Mech	WG-10	\$16.43
Electronics Tech	GS-07	\$13.94
Engr Draftsmen	GS-06	\$12.55
Fire Protection Engineer	GS-11	\$20.64
Fuel Distribution Sys Oper	WG-10	\$16.43
General Engineer	GS-11	\$20.64
Instrument Mech	WG-10	\$16.43
Laborer	WG-02	\$9.99
Mason	WG-10	\$16.43

Motor Veh Oper	WG-07	\$14.31
Mech Engineer	GS-11	\$20.64
Motor Veh Operator	WG-05	\$12.88
Office Automation Clerk	GS-03	\$8.96
Prod Mech Mechanic	WG-10	\$16.43
Pipefitter	WG-10	\$16.43
Painter	WG-09	\$15.71
Program Manager	GS-13	\$29.41
Project Manager	GS-12	\$24.74
Project Supervisor	GS-11	\$20.64
Prod Mach Mechanic	WG-10	\$16.43
Plumber	WG-09	\$15.71
Quality Control Inspector	GS-12	\$24.74
Structural Engineer	GS-11	\$20.64
Sheet Metal Worker	WG-10	\$16.43
Safety Engineer	GS-11	\$20.64
Surveying Tech	GS-06	\$12.55
Supply Clerk	GS-04	\$10.06
Secretary	GS-04	\$10.06
Tech Writer	GS-09	\$17.06
Welder	WG-10	\$16.43

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment Bond (Standard Form 25-A) with issuance of a task order with construction elements as required by the contracting officer.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within ten days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

All subcontracts shall be submitted in writing with the contractor's proposal on individual task orders for approval.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far/>

DFAR: <http://www.acq.osd.mil/dp/dars/dfars.html>

FAR/DFAR/AFAR: <http://farsite.hill.af.mil/>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

*****252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

*****252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the U.S. Army Engineering and Support Center, Mr. J.R. Larkin, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in Alaska, Hawaii, and any country outside of the Continental United States, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002)

(a) This clause applies only if the Contractor is--

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principal place of business in the United States.

(b) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;

(ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;

(iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (b)(3)(i) through (iii) of this clause.

(c) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

8. Sections 252.225-7044 and 252.225-7045 are added to read as follows:

252.225-7044 Balance of Payments Program--Construction Material.

As prescribed in 225.7503(a), use the following clause:

Balance of Payments Program--Construction Material (Apr 2002)

(a) Definitions. As used in this clause "Component" means any article, material, or supply incorporated directly into construction material. "Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material. "Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product. "Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. "United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

(if applicable, the material will be listed in each task order)

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

Specs and drawings may be issued with individual task orders.
(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

All attachments my be downloaded online at this address:

<http://www.hnd.usace.army.mil/EBS/ViewFiles.asp?SolicitationNumber=DACA87-03-R-0009&RegisterOption=True>

ATTACHMENT NUMBER	TITLE	NUMBER OF PAGES
Attachment 1	Loaded Wage Rate Summary For Professional, Administrative, and OCONUS Positions	6
Attachment 2	(a) Wage Rate Calculations for Professional Administrative, and OCONUS Employees	7
	(b) Wage Rate Calculations for Service Contract Act (SCA) Positions	4
	(c) Wage Rate Calculations for Davis-Bacon (DBA) Positions	4
	(d) Wage Rate Calculations for Collective Bargaining Agreement (CBA) Positions	4
Attachment 3	(a) Cost Proposal Instructions	2
	(b) Cost Proposal Form	6
Attachment 4	Service Contract Act Wage Determination Number 94-2007 Rev (25)	8
Attachment 5	Past Performance Questionnaire	3
Attachment 6	Letter of Commitment (standard format)	1
Attachment 7	ENG Form 4025, "Transmittal of Shop Drawings"	2
Attachment 8	(a) DD FORM 1423s, "Contract Data Requirements List"	3
	(b) DD FORM 1664s " Data Item Description" (DID) which includes the following:	
	(1) DID OMEE0001, Safety and Health Plan	10
	(2) DID OMEE0002, Quality Assurance and Surveillance Plan/Quality Control Plan	1

	(3) DID OMEE0003, Facility Operation and Maintenance Concept Plan (FOMCP)	1
	(4) DID OMEE0004, Facility Operation and Maintenance Plan (FOMP)	5
	(5) DID OMEE0005, Commissioning Plan	1
	(6) DID OMEE0006, Progress Reporting	1
	(7) DID OMEE0007, Minor Work Plan	3
Attachment 9	SF 1034, Public Voucher for Purchases and Services other than Personal	2
Attachment 10	SF 1035, Public Voucher for Purchases and Services other than Personal (continuation sheet)	1

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES

52.215-4216 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

(List names, titles, and telephone number of the authorized negotiators.)el

(End of provision)

(R 3-501(b) Sec K (iv))

52.242-4643 CONTRACTOR'S REMITTANCE ADDRESS

Name: _____

Street Address: _____

City, State, and Zip Code: _____

CLAUSES INCORPORATED BY REFERENCE

52.223-13 Certification of Toxic Chemical Release Reporting

AUG 2003

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of

Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

54 Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is () (insert NAICS code).

(2) The small business size standard is () (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

55 Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than

\$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CONTRACTOR REMITTANCE ADDRESS

52.242-4643 CONTRACTOR'S REMITTANCE ADDRESS (**Contractor shall complete this block**)

NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES

52.215-4001 HANDCARRIED PROPOSALS

a. Proposals handcarried earlier than 30 minutes prior to closing will be deposited by calling from the phone located on the guard desk in the lobby of the U.S. Army Engineering and Support Center, Huntsville Building to the number listed in Part I, Section A, Standard Form 33, Block 10. A proposal custodian will come to the lobby to receive the proposal.

b. Handcarried proposals arriving less than 30 minutes prior to closing will be deposited with the U.S. Army Corps of Engineers officials in the lobby of the U.S. Army Engineering and Support Center, Huntsville building, 4820 University Square, Huntsville, AL 35816-1822. It is the responsibility of the offeror (or agent) delivering the handcarried proposal to ask the officials if they represent the contracting officer for the Corps of Engineers and have authority to received proposals.

c. Guards are NOT authorized to accept proposals on behalf of the contracting officer, and the offeror (or his agent) who gives a guard or other unauthorized person a proposal does so at the offeror's peril.

52.215-4004 INQUIRIES

Written inquiries concerning technical or administrative aspects of this solicitation should be addressed to:
U.S. Army Engineering & Support Center, Huntsville
A TTN : CEHNC-CT -S (Susan Cunningham)
4820 University Square, PO Box 1600
Huntsville, AL 35807-4301
Susan.L.Cunningham@hnd01.usace.army.mil

(End of provision)

52.222-4004 LABOR INFORMATION

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include a solicitation number, the name and address of the issuing agency, and a description of the supplies and services.

****52.242-4152 PREPROPOSAL CONFERENCE AND SITE VISIT**

A preproposal conference in connection with the Request for Proposals (RFP) will be held at The Tom Bevell Conference Center and hotel, 550 Sparkman Drive, NW, Huntsville, AL 35816, Phone 256-721-9428. The date of the preproposal conference is 19 December 2003 and the time is 0900 AM. The conference is expected to last 4 hours. Technical and contractual personnel will be available at the conference to discuss the requirements and answer questions that have previously been submitted in writing. Written questions must be mailed or e-mailed to Susan Cunningham at 4820 University Square, CEHNC-CT-S/Cunningham, Huntsville, Alabama 35816-1822 or e-mailed to Susan.L.Cunningham@hnd01.usace.army.mil no later

than 17 December 2003, specifying the section and paragraph of the RFP for which clarification is desired. Questions not submitted prior to this date may not be addressed at the pre-proposal conference.

CLAUSES INCORPORATED BY REFERENCE

52.236-27

Site Visit (Construction)

FEB 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be

withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

56 For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting

Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a indefinite delivery, indefinite quantity contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

57 Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Engineering and Support Center, CEHNC-CT-S, ATTN: J.R. Larkin, 4820 University Square, Huntsville, AL 35816.

58 The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

59 The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS TO OFFERORS

SECTION L
Instructions, Conditions, and Notice to Offerors

1.0. PURPOSE.

1.1. Purpose of Section L: The purpose of this section is to provide instructions concerning the organization of the proposal. The offeror should propose to satisfy the requirements as set forth in this solicitation. The offerors should prepare their offers on the presumptions that the Government has no prior knowledge of the offerors, except for the past performance factor, unless otherwise presented in the submittal. Failure to meet a "shall" or other mandatory requirements in the solicitation may render the offeror's proposal unacceptable for award.

2.0. PROPOSAL FORMAT.

2.1 Submittal Volumes: The format of the proposals submitted in response to this solicitation should be submitted in five (5) volumes consisting of:

Volume I, Technical

Volume II, Management

Volume III, Past Performance

Volume IV, Small Business Participation (Part 1) and Small Business Subcontracting Plan (Part 2). This volume applies to large businesses only.

Volume V, Pricing

Other documentation as required by the solicitation (see paragraph 9 below)

These volumes shall be considered the offer. The Government reserves the right to use information outside the offer which is clearly contrary to, or inconsistent with, the offer content in the evaluation.

****2.2 FORMAT**

One (1) original, seven (7) hardcopies, and (2) electronic copies of all volumes should be submitted. Electronic copies provided should be submitted in Adobe Acrobat Portable Document format (PDF) on compact discs (CD). An outline should be included at the root level of the CD that lists each file included, as well as a short description of each file. An index of the sections for each volume should be provided and should contain the title of the matters discussed referencing the specific topics addressed in these instructions. The offeror should present the proposal information in the sequence it is requested herein.

2.3. PROPOSAL CONTENT

2.3.1 Proposal Detail: The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal from a technical, management, past performance, small business usage and cost standpoint. The proposal must adequately reflect the offeror's ability to provide the services described in Section C of the solicitation. The Government will not make any assumptions concerning the offeror's intent, capabilities, facilities, and experience. Clear identification is solely the responsibility of the offeror.

2.3.2. Parroting: The offeror is cautioned that "parroting" of the requirements of the RFP along with a statement of intent to perform does not reveal the offeror's understanding of the problem or his capability to solve it. The offeror should not only state they can meet the requirement; they must explain in detail how they will meet the requirement. The inclusion of "filler" material from previous proposals or commercial applications should be avoided unless it has a direct application to the objective of this solicitation.

****2.3.3 Zones.** Small businesses submitting a proposal for a restricted award must propose on Zone 1, but are not required to propose on Zone 2 or Zone 3, and may propose on all zones if they so desire. Offerors submitting a proposal for unrestricted awards must propose on all zones (Zones 1, 2, and 3). The offeror must identify which zones it is proposing on. If the offeror does not wish to propose on a particular zone, it should not complete the Section J Attachment for that zone (i.e., if the offeror does not wish to propose on Zone 2, it should leave Zone 2 blank in the Attachment and make a statement as to which Zones it is proposing on). See Section B, Paragraph 17.

2.4. PROPOSAL LENGTH

****2.4.1. Elaborate Proposal Presentations and Page Recommendations:** The Government recognizes that offerors must go to **considerable** expense in preparation of proposals for this solicitation and prefers that the proposal be practical. Elaborate format, binders, special reproduction techniques, and the like are not necessary, nor desired. The only **request** is that proposals adequately depict complete responses to the solicitation requirements and that the following page **recommendations be adhered to as much as possible.**

<u>Volume</u>	<u>Title</u>	<u>Page Recommendations</u>
a. Volume I	Technical	26 single sided or 13 double sided
b. Volume II	Management	26 single sided or 13 double sided
c. Volume III	Past Performance	10 single sided or 5 double sided
d. Volume IV	Small Business Participation	10 single sided or 5 double sided
	**Small Business	
	Subcontracting Plan	10 single sided or 5 double sided
e. Volume V	Pricing	No page limitation

2.4.2 Countable pages exclude:

- the cover letter
- tables of contents and illustrations
- dividers and tabs
- past performance questionnaires and matrices
- letters of intent or commitment, and
- any glossaries or indices

****2.4.3 Page Size, Fonts, Graphics:** Pages may be single-spaced, but font size cannot be smaller than 10. Each volume of the offer should include a separate table of contents for that volume. Legibility, clarity, coherence, and content are more important than appearance. Sheet size of the proposal contents should be 8-1/2 inches x 11 inches where sheets are prepared specifically for this proposal; however, if drawings, charts, or other graphics are submitted, they should be reduced only to the extent legibility is not lost. These graphics can also be submitted on sheets no larger than 11 inches x 17 inches and folded to 8-1/2 inches x 11 inches. The offeror should not submit verbatim sections of the appendices to this solicitation as part of their proposal.

3.0 VOLUME I: TECHNICAL

****3.1. General.** The Technical Volume should address the offeror's **technical** experience and approach to providing Operation and Maintenance (O&M) services required to preserve and maintain government medical and non-medical real property facilities in such a condition that they may be effectively used for their designated functional purpose. The O&M services will include preventive maintenance, repair, replacement and renovation of facility systems and components, utility systems and components, and building and site O&M services for Government medical and non-medical facilities. The technical Volume should address items in the description of services being sure to include the nature of the requirement as understood by the offeror, recognition of the critical areas of the requirement, and proposed methods of accomplishing the requirement. It should include the approach to acquisition of labor,

resources, materials, facilities, software and equipment and description of same to be used in accomplishing the requirements of the scope of work.

3.2. Technical Volume Sections. The Technical Volume should consist of the following sections:

****a. Technical** experience in the Operation and Maintenance of medical **and relevant non-medical** facilities (note that past experience is not past performance; past experience is what you did, and past performance is how well you did it).

******(1). Provide a list of contracts for the last five years **as of the closing date of this solicitation** that were directly related to Operation and Maintenance of medical **and relevant non-medical** facilities and medical facilities systems and equipment. Offeror should demonstrate its capability to perform multiple concurrent O&M facility maintenance projects in various locations. Contracts with any organization, government or commercial, may be included if the offeror concludes that the work was **relevant** to this solicitation. ****Federal Government contracts are of primary interest, but contracts with state and local governments and commercial contracts may be included.**** This list should show the principal type of work performed in accordance with the above listed categories. This list should include:

- Dates the job was begun/completed or on going
- Size of the facility
- A description of the job
- A description of the materials and/or systems involved
- Award amount for the job
- Listing of all subcontractors used on each job and a percentage of their participation. This list should show the offeror's experience as a prime contractor. If the list of experience was accomplished as a subcontractor, then the offeror should indicate the percentage of the job performed.

******(2). The offeror should demonstrate corporate **technical** experience in medical facilities Operation and Maintenance services **and may provide documentation on relevant non-medical projects. The primary focus for evaluation will be on relevant medical projects.** Extensive experience in one specific type of technology is not by itself considered a qualifying factor. The offeror should document any criteria or experience that uniquely qualifies the offeror to successfully fulfill the proposed contract, (i.e., maintaining compliance with relevant codes and standards, **such as JCAHO and NFPA.**) **Significant or innovative accomplishments should be listed.**

****b. Technical Approach.** Describe the technical approach to be utilized in operation and maintenance (O&M) services for medical **and relevant non-medical** facilities at various locations, to include the following areas:

- (1) operations;
- (2) scheduled (preventive) maintenance;
- (3) site safety and health plan;
- (4) site quality control plan;
- (5) facility operation and maintenance plan;
- (6) commissioning plan;
- ****(7) repair, replacement and renovation of facility systems and components, utility systems and components, and building and site O&M services for Government medical and **relevant** non-medical facilities;
- (8) compliance with codes and standards (JCAHO, NFPA, ADA, etc);
- (9) hospital aseptic management services; and
- (10) Computerized Maintenance Management Systems (CMMS), including Defense Medical Logistics Standard Support - Facility Management (DMLSS-FM)

4.0. VOLUME II: MANAGEMENT

****4.1. General.** The management volume should **address the offeror's management experience and management approach to providing operation and maintenance (O&M) services for Government medical and relevant non-medical facilities. The management volume should also address the organization proposed to perform the contract, management controls, subcontracting approach, key personnel qualifications, and corporate qualifications.**

Orientation toward medical facility Operation and Maintenance services should be demonstrated. The offeror should also state whether the offeror will employ the assets or management of affiliated entities, such as a parent company.

****Note: If the offeror is submitting a proposal as an 8(a)/Joint Venture, it must explain how it meets the requirements of 8(a) status.**

****4.2. Management Volume Sections. Reference Section H, Paragraph entitled, "Contractor Qualifications." The primary focus for evaluation is relevant medical projects.** The Management Volume should consist of the following sections:

****a. Management Organization.** The offer should provide a description of the organization proposed to perform the contract and how this organization fits into the offeror's overall corporate structure. The offeror should also provide a resource chart with the number of personnel proposed by labor category which will be committed to the contract, and resumes for corporate management personnel (except for those identified in paragraph 4.2.c below) describing the individual's education and related experience.

****b. Management Approach and Controls.** The offeror should provide the management techniques and controls that will be implemented to **manage and control the work and to** assure a rationale for subcontracting and the control of subcontractor work. The offeror should discuss its approach for meeting the performance based contracting requirements of FAR Subpart 37.6. Include the following:

- work management system
- document control
- financial reporting
- field and home office reporting
- field implementation of safety and quality control plans
- ****subcontracting approach, including description of work that will be subcontracted.**
- ****Approach** for managing subcontractors and team members. The offeror's organization should show supervision during all phases of work.

****c. Key Personnel Qualifications.** The offeror should identify key personnel with their areas of responsibility and relationship with the management structure. ****Key personnel includes Program Manager, Facility Maintenance Manager, Contract Administrator, and Project Manager.**** In accordance with Section C, **resumes describing** the qualifications of key personnel should be provided to include their general experience as well as their experience in Operation and Maintenance services for medical facilities. ****See Section H, Paragraph 52.242-4016.**

****d. Cost Control.** The offeror should show how costs will be controlled to assure that excessive man-hours will not be expended to increase profit margin. This should include types of supervision to be utilized, employee training in Time and Materials contracts, efficiency improvement methods, utilization of on-site staff for other task orders, **and management of cost for Firm Fixed Priced orders.**

****e. Corporate Qualifications.** The offeror should describe its corporate qualifications relative to those set forth in Section H, paragraph entitled "Contractor Qualifications."

****f. Letter of Commitment.** Offerors shall provide a Letter of Commitment from significant subcontractors, subcontracted key personnel and new hire key personnel who are proposed to work on this contract, that, in the event of an award to the offeror, such entity/individual is firmly committed to performance on the contract. **Significant subcontractors are defined as those subcontractors who will perform at least 25% of the total contract**

work. Offerors shall not include any qualifications to this commitment, such as a statement that the parties are still negotiating the terms of their agreement. An example of this format is at Section J.

****4.2.1** Bonding is not required for award of the ID/IQ contract. Bonding may be required for award of some task orders that fall under the Miller Act, or minor construction projects. For further information regarding bonds, reference Section H, Clause 52.228-4015, "Performance and Payment Bonds - Construction."

4.2.2. Concurrent task order performance. The government will require concurrent task order performance only to the extent commensurate with the contractor's resource capability/capacity at that time.

****4.3. Deleted.**

****4.3.1 Deleted**

****4.3.2 Deleted**

4.3.4. Key Personnel. For further information regarding key personnel, reference Section H, paragraph entitled "Key Personnel."

****4.3.5 TEAMING: Teaming arrangements and joint ventures between offerors are encouraged under 13CFR121, 124, or 126 guidance and other applicable laws and regulations, if required, to provide the full depth and breadth of experience and capability required under this solicitation and resulting contracts. Teaming arrangements can benefit both contractors in their experience levels, small business mentoring, as well as provide opportunities for both contractors to obtain a portion of the available work. If the Prime contractor proposes subcontractors as "team members," the "team members" shall be identified by business size and name, and priced using the same burdened rates or formulas as offered by the prime contractor. For these "team members," the prime contractor shall not apply any additional charges (i.e., handling charge, profit, etc.) to their labor on individual task order proposals, service orders, and invoices.**

5.0. VOLUME III: PAST PERFORMANCE.

5.1. Past Performance Information. The past performance information will be obtained from the offeror's references (see instructions below), other customers/clients known to the Government, and any other source of information, including the Department of the Army PPIMS (Past Performance Information Management System) or other electronic systems specifically designed for obtaining past performance information.

****5.2** Details of Past Performance. The offeror's past performance will be evaluated on the following:

- Quality of product and service
- Cost and schedule management
- **Customer satisfaction and concern for the interest of the customer**
- **Compliance with labor standards**
- **Safety Plan**

****5.3.** Past Performance Projects. The offeror is strongly encouraged to submit projects that are similar in nature to the work to be executed under this contract. **Relevancy of projects will be assessed based on the similarity in the scope, nature of the work, complexity, and dollar value in comparison to the range of medical and non-medical O&M projects being procured under this solicitation. The primary focus of this evaluation is for O&M medical services; however, relevant non-medical projects will be accepted and evaluated as well.** The offeror should demonstrate the capability to do the same or similar work during the contract performance period, including the proposed use of subcontractors. The offeror is encouraged to provide past performance projects representing the offeror's experience as a prime contractor; however, the offeror may provide projects representing experience gained as a subcontractor as long as the experience is clearly documented and indicates a percentage of participation on the project. **Past Performance projects should reflect those listed in Technical Volume I, under Experience (see**

Paragraph 3.2.a(1). Past Performance will also be evaluated for significant subcontractors, and new hire/subcontracted key personnel. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

****5.4. Past Performance Matrix.** The offeror should present a matrix in the format shown below (or similar so long as the requested information is provided) on up to ten (10) medical facility **and relevant non-medical** Operation and Maintenance type projects directly related to the operation and maintenance of medical facilities (may include Federal, State, and local government, as well as private sector). Medical **and relevant non-medical** facility Operation and Maintenance projects should include **facilities such as** hospitals, **medical** clinics, dental clinics, medical laboratories, and other health care facilities that fall under JCAHO and other medical standards. Offerors are permitted to provide information on any problems encountered on any or all identified contracts and the offeror's corrective actions taken for those issues. All referenced projects provided **should** have been performed in the last five years as of the closing date of this solicitation and demonstrate the **offeror's** capability and experience to perform the work as described in Section C. The offeror may use any format to show these projects, so long as the requested information on all prime contractor projects and subcontractor projects is provided. All points of contact, addresses, telephone numbers, data fax numbers, etc. must be verified correct by the offeror prior to submission to the Government as part of the offeror's proposal. Points of contact must be knowledgeable of past performance from a contractual, managerial, and technical perspective.

Reference Format (or similar format)

Project Title /Location					
Project Description, including size of facility					
Project Start/Ending Dates					
Prime Contractor Performing Work					
Subcontractor(s) Performing Work (indicate discipline)					
Contractor Managing the Work					
Contract Value/ Actual Awarded Amount					
POCs, Phone, Fax, Address, e-mail					

5.5. Past Performance Questionnaire.

****5.5.1.** A past performance questionnaire is included in Section J. The offeror should forward this questionnaire, as a minimum, to each of the points of contact provided in the Past Performance Matrix shown in paragraph 5.4. **This is not a requirement for subcontractor key personnel, significant subcontractors, or key personnel.** This questionnaire can also be obtained electronically by e-mailing the request to the address below. The point of contact should be directed to complete the questionnaire and forward it to:

Susan Cunningham
4820 University Square
CEHNC-CT-S (CUNNINGHAM)
Huntsville, AL 35816
Susan.L.Cunningham@hnd01.usace.army.mil
Phone: 256-895-1137
Fax: 256-895-1262

5.5.2. Questionnaire Due Date: The past performance questionnaire should be returned by the closing date of the solicitation or within five calendar days of the closing date of this solicitation. The Government may, but is not obligated to, call all points of contact to discuss their responses.

****5.6. Past Performance Assessment..** The government will consider the currency, relevancy, and source of the information, as well as general trends in performance. Recent good performance will not necessarily outweigh poor prior performance, and vice versa. This comparative assessment of past performance differs from the government's responsibility determination under FAR subpart 9.1. The past performance assessment will take into account, as appropriate, past performance information on predecessor companies, affiliated corporations (provided that these corporations share management with the offeror or will contribute to performance under the resultant contract), and proposed **significant** subcontractors (**see para 4.2e for definition**). If the offeror has no record of relevant past performance, or when this information is not available, the offeror will not be evaluated favorably or unfavorably on past performance. **The evaluation will also take into account, the past performance of new hire key personnel or subcontracted key personnel. In addition to the possible 10 projects for the prime, the offeror will provide up to 3 relevant projects for significant subcontractors, new hire key personnel, or subcontracted key personnel (as applicable) following the matrix in Paragraph 5.4. For clarification, no questionnaires need to be sent for these references."** Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. It will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. Under the conditions of FAR 15.305(a)(2)(ii), offerors will be given an opportunity to address unfavorable reports of past performance. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends. The Government reserves the right to contact as many references/sources as it deems necessary to conduct a proper past performance verification/evaluation.

****5.7. Identify Terminated Contracts.** The offeror should provide information on its terminated contracts/orders (whether for convenience or default), cure/show cause letters, and the offeror's response to such actions.

6.0. VOLUME IV: SMALL BUSINESS PARTICIPATION AND SMALL BUSINESS SUBCONTRACTING PLAN.

6.1. Application. This volume is applicable to other than Small Business Concerns only. Volume IV consists of two parts; (1) small business participation and (2) small business subcontracting plan. Large business offerors shall provide the following as Volume IV of the proposal:

a. Small Business Participation (Part 1 of Volume IV). Information requested in the Small Business Participation section (Section 6.2) must be submitted at the time the offer is submitted as "Part 1 of VOL IV."

****b. Small Business Subcontracting Plan (Part 2 of Volume IV).** A small business subcontracting plan as described in Section I, Contract Clause FAR 52.219-9, Small Business Subcontracting Plan. Information contained in this section will not be used as part of the evaluation criteria, reference Section M, paragraph 2.6. This information will be requested **as applicable** from large business offerors **before award**. The offeror must submit the subcontracting plan (**only upon request**) within five working days after notification.**

6.2. Small Business Participation.(Part 1 of Volume IV).

6.2.1. Small Business Proposed Usage. The offeror will provide a table similar to the one below, listing the percentage to be subcontracted. The table will indicate the principal types of supplies and services to be subcontracted to the following:

- small business (SB)
- small disadvantaged business (SDB)
- woman-owned small business concerns (WOSB)
- HUBZone small business (HubZone SB)
- Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI)
- Veteran-owned small business concerns (VOSB)
- Service disabled veteran-owned small business (SDVOSB)

**6.2.2. Identify Subcontractors. Each firm, if known at the time of submitting the proposal, will be identified and the percentages (%) and dollars (\$) of subcontracted amount will be shown. If the firm (supplier) has not been determined, the offeror will still complete the columns/cells regarding types of supplies/services and the anticipate percentages/dollars to be subcontracted to the applicable small business types. This listing must be consistent with any proposed subcontractors (and must include those listed in the subcontracting plan). Any inconsistencies may result in a change in the offeror's rating.

Percentage/dollars (estimated) of the contract amount to be subcontracted: Overall _____ %/\$ _____

Principal Types of Supplies/ Services to be Subcontracted	List ALL Subcontracts identified in the proposal (if unknown, leave this cell blank)	SB	S D B	WOSB	HubZone SB	HBCU/ MI	VOSB	SDVOSB
		% \$	% \$	% \$	% \$	% \$	% \$	% \$
		% \$	% \$	% \$	% \$	% \$	% \$	% \$

6.2.3. Small Business Usage on Past Contracts. The offeror will provide a table similar to the one below listing small business goals and achievements for the same ten projects included in the Past Performance Matrix in paragraph 5.1.4. **The offeror shall also address its compliance in meeting monetary targets for SDB concerns and notifications of any substitutions of non-SDB concerns (see FAR 15.305(a)(2)(v)), and meeting FAR 52.219-8 and FAR 52.219-9 in prior contracts.

This table shall list the percentage (%) of contract that was subcontracted, the percentage (%) goal on the approved subcontracting plan, and the percentage (%) of the actual amount subcontracted to the following:

- small business (SB)
- small disadvantaged business (SDB)
- woman-owned small business concerns (WOSB)
- HUBZone small business (HubZone SB)
- Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI)
- Veteran-owned small business concerns (VOSB)
- Service disabled veteran-owned small business (SDVOSB)

Project Title/Location	SB	SDB	WOSB	HubZone SB	HBCU/ MI	VOSB	SDVOSB
------------------------	----	-----	------	---------------	-------------	------	--------

Goal from Approved Subcontracting Plan							
Actual Percentage (%) Subcontracted							

****6.3. Small Business Subcontracting Plan (to be submitted within five working days after request). A subcontracting plan will be prepared by each Large Business offeror awardee and submitted as “Part 2 of VOL IV within five working days after request.”**

6.3.1. Small Business Subcontracting Floors: If a resultant awardee (other than small business concerns) chooses to subcontract, it should place subcontracts with the following, minimum target floors: 57.2% of the work subcontracted should be small businesses including

- 8.9 % small- disadvantaged businesses (SDB)
- 8.1% women-owned small businesses (WOSB)
- 3% Service-Disabled Veteran-Owned Small Businesses (SDVOSB), and
- 3% HubZone Small Businesses (HubZone SB)

****6.3.2. Subcontractor and New Hire Key Personnel:** Any Small Business/Small Disadvantaged Business subcontractors identified in the offer as subcontracted/new hire key personnel must be submitted under Small Business Participation, Proposed Usage and in the individual subcontracting plan required by FAR 52.219-9, which will be submitted and approved prior to award. Note specifically

- FAR 52.219-8, Utilization of Small Business Concerns
- FAR 52.219-9, Small Business Subcontracting Plan
- FAR 52.226-1, Utilization of Indian Organizations and Indian- Owned Economic Enterprises, and
- DFARS 252.219-7003, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD contracts).

****6.3.3. No Small Business History:** Offerors with no history of small business subcontracts (example, prior small businesses now competing as large businesses) should provide an explanation of the circumstances; however, the offeror is still required to address its **future approach** regarding subcontracting.

****6.3.4. deleted**

****6.3.5. Small Business Subcontracting Plan Evaluation.** Subcontracting Plans shall be evaluated in accordance with Appendix DD of the Army Federal Acquisition Regulation Supplement (AFARS). A copy of AFARS, Appendix DD can be found at: <http://farsite.hill.af.mil/reghtml/regs/othwr/afars/APDD.htm>. The formal subcontracting plan, as required by FAR 52.219-9, will be a stand-alone document to be evaluated for the apparent awardee(s) only. **See also Paragraph 6.2.2.**

****6.3.6. deleted.**

6.3.7. Plan Requirements. In addition to those items required in Appendix DD of AFARS and in accordance with FAR 19.704 and DFARS 219.704, the following information should be contained or addressed in each offeror's subcontracting plan.

(1) Separate percentage goals, expressed in terms of percentages of total planned

subcontracting dollars (see FAR 52.219-9), for using small business, service-disabled veteran-owned small business, veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns as subcontractors;

(2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business, service-disabled veteran-owned small business, veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns;

(3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small business, service-disabled veteran-owned small business, veteran-owned small business, HUB Zone small business, small disadvantaged business (the goals for Small Disadvantaged Business should include subcontracts with HBCU/MI [see DFARS 219.704 and 226.70]), and women-owned small business concerns;

(4) A description of the method used to develop the subcontracting goals;

(5) A description of the method used to identify potential sources for solicitation purposes;

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, service-disabled veteran-owned small business, veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns;

(7) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;

(8) A description of the efforts the offeror will make to ensure that small business, service-disabled veteran-owned small business, veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts;

(9) Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan (see 19.708(b));

(10) Assurances that the offeror will:

(a) Cooperate in any studies or surveys as may be required;

(b) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(c) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295 Summary Subcontract Report, following the instructions on the forms or as provided in agency regulations; and

(d) Ensure that its subcontractors agree to submit SF 294 and SF 295; and

(11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, service-disabled veteran-owned small business, veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them.

7.0. VOLUME V: PRICING PROPOSAL

7.1. General. All aspects of the pricing proposal shall be evaluated for fairness, reasonableness and price realism. Offerors are encouraged to carefully complete all cost/price elements of their proposal. To assist offerors in completing their pricing proposal and to provide an understanding of the types of work likely to be encountered, a description of services is included in Section C, and a cost proposal is included in Section J.

****7.2.** The Pricing Volume should consist of the following:

a. Standard Form 33 (Solicitation, Offer and Award Cover Sheet). Fill in the appropriate blanks of the form **and submit as stated in paragraph 2.2 above**. The offeror should complete the following on the SF 33:

- Block 12-14, as applicable
- Block 15 to include inserting a DUNS Number and Cage Code
- Block 15b
- Block 15c, as applicable
- Block 16-18

b. Section K (Representations, Certifications and Other Statements of Offerors). The fill-ins in Section K shall be completed and submitted as a part of Volume V.

c. Professional Employees Compensation Plan. The offeror shall submit the information required by FAR 52.222-46, Evaluation of Compensation for Professional Employees and submit as a part of Volume V.

****d. Section J, Attachment 1, pages 1 through 5, Loaded Wage Rates Summary for Professional, Administrative, and OCONUS Positions (base and all option years).**

****e. Section J, Attachment 2(a), pages 3 through 7, Wage Rate Calculation Sheet for Professional, Administrative, and OCONUS Positions (base and all option years).**

****f. Section J, Attachment 2(b) pages 3 and 4, Wage Rate Calculation Sheet – Normal Rate (3) and Overtime Rate (4) for Service Contract Act (SCA) Positions.**

****g. Section J, Attachment 2(c), pages 3 and 4, Wage Rate Calculation Sheet – Normal Rate (3) and Overtime Rate (4) for Davis-Bacon Act (DBA) Positions.**

****h. Section J, Attachment 2(d) pages 3 and 4, Wage Rate Calculation Sheet – Normal Rate (3) and Overtime Rate (4) for Collective Bargaining Agreement (CBA) Positions.**

****I. Section J, Attachment 3(a) page 2, Wage Rate Calculation Sheet – Normal Rate for Service Contract Act (SCA) Positions (for use in preparation of Cost Proposal, Attachment 3(b)).**

****j. Section J, Attachment 3(b), pages 1 through 6, Cost Proposals for Zones 1 through 3 (submit as applicable in accordance with instructions).**

****7.3 Responsibility Determination.** Information Required for Responsibility Determination. In accordance with the Federal Acquisition Regulation FAR 9.103(a) “contracts shall be awarded to responsible prospective contractors only.” To be determined responsible, a prospective contractor must meet the standards at FAR 9.104. FAR 9.104(a) requires that a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. As an aid in assessing responsibility, the offeror may be asked to provide the following prior to award of a contract under this solicitation. This information is not requested at the time of proposal submission:

- a copy of their annual financial statement(s) for the past three years (or for the period they have been in business, if less than three years).
- Current credit report(s); and

Explain capability to obtain sufficient financial resources to perform a resultant contract

****7.4 through 7.7. Deleted**

****7.8. deleted.**

****7.8.1. Deleted.**

****7.8.2. deleted.**

****7.9. Bankruptcy:** The offeror should include a statement in its pricing proposal as to whether the offeror is in Bankruptcy proceedings or not, or is about to undergo bankruptcy proceedings.

****8.0 Deleted (Instructions are included in Section J)**

****9.0. COMPLETE AND RETURN THE FOLLOWING AS YOUR OFFER:**

SECTION	DESCRIPTION	√
**A	AMENDMENTS (either sign and return each individual amendment, or complete block 14 of the Standard Form 33.	
**A	DUNS Number (see Section L clause 52.204-6)	
A	Standard Form 33, Solicitation, Offer and Award Cover Sheet (include this in Volume V, Pricing, of your proposal)	
**I	FAR CLAUSE 52.219-4, Notice of Price Evaluation Preference for HubZone Small Business Concerns	
**J	Attachments as described in Section L, Paragraph 7.2d through j. Include these in Volume V, Pricing, of your proposal)	
J	Attachment 5, Past Performance Questionnaires submitted by customers.	
**J	Attachment 6, Letters of Commitment from Significant Subcontractors, Key Personnel, and New Hire Key Personnel. See Section L, Paragraph 4.3	
K	Representations, Certifications, and Other statements of Offerors (include this in Volume V, Pricing, of your proposal). These are the fill-ins in Section K.	
L	Professional Employees Compensation Plan. The offeror shall submit the information required by FAR 52.222-46. (include this in Volume V, Pricing, of your proposal)	
**L	Statement of bankruptcy status (see Section L, para. 7.9, Bankruptcy).	
L	Submittal Volumes I through V (as applicable), per Section L	

Section M - Evaluation Factors for Award

CLAUSESSECTION M
Evaluation Factors for Award

1.0. EVALUATION CRITERIA.

1.1. Assessment.

A detailed evaluation will be made of the proposals and the results provided to the Contracting Officer for determination of award. The award will be based on an integrated assessment of the areas set forth in detail below to determine the proposal that provides the best value to the Government and greatest overall benefit in response to the requirement.

****1.2. Ratings.**

****1.2.1** Technical, Management, Small Business Participation Volumes. The Government will make an evaluation of these volumes based on the adjectival ratings in the chart below. The government may also use additional rating identifiers such as high, medium, and low (i.e., the offeror may obtain a rating of Excellent-Medium, Good-High, etc).

***Additional rating identifiers = High, Medium, and Low**

ADJECTIVAL	COLOR	DESCRIPTION
Excellent	Dark Blue	Excellent in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirements.
Good	Green	High quality in most respects; offers one or more advantages not offset by disadvantages; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
Satisfactory	Yellow	Adequate quality; any advantages are offset by disadvantages; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.
Susceptible to Being Made Acceptable	Pink	Overall quality cannot be determined because of errors, omissions or deficiencies which are capable of being corrected without a major rewrite or revision of the proposal.
Unsatisfactory	Red	A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions can not be corrected without a major rewrite or revision of the proposal.

****1.2.2 Past Performance.** The Government will make an evaluation of this volume of the offer based on the adjectival ratings in the chart below. The government may also choose to use additional rating identifiers such as plus (+) and minus (-) (i.e., the offeror may obtain a rating of Low Risk (-)minus, High Risk (+)plus, etc).

ADJECTIVAL	COLOR	DESCRIPTION
Low Risk	Dark Blue	Based on offeror's past performance record, essentially no doubt exists that the offeror will successfully perform the required effort
Moderate Risk	Green	Based on the offeror's past performance record, some doubt exists that the offeror will successfully perform the required effort.

High Risk	Red	Based on the offeror's past performance record, extreme doubt exists that the offeror will successfully perform the required effort.
Unknown Risk	White	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative nor a positive assessment.

2.0. EVALUATION FACTORS FOR AWARD.

2.1. A team of Government employees selected by the Contracting Officer will evaluate proposals. The evaluation criteria and their relative order of importance are listed below.

**2.1.1. There are five evaluation factors for award. The four adjectivally rated factors are shown below (Factors 1 – 4). The fifth evaluation factor, Price, is not adjectivally rated. It is an important factor and its importance will increase as the degree of equality between proposals increases.

Technical (Factor 1)

Management (Factor 2)

Past Performance (Factor 3)

Small Business Participation (Factor 4)

Price (Factor 5)

2.1.2. The relative order of importance of the factors is as follows:

Factor 1 and 2 are equal in importance and are each more important than factor 3.

Factor 3 is significantly more important than Factor 4.

Factor 5 is approximately equal in importance to Factor 3.

**2.2. Factor 1 – Technical.

The offeror's technical abilities will be evaluated for suitability in relation to the Government's needs. The offeror's clear and comprehensive responses to the instructions in Section L, as well as the offeror's understanding and application of the contract will assist in the evaluation of the technical sub factors. The Government will evaluate the Contractor's **technical** experience ******(sub factor 1) and technical approach (sub factor 2) to determine those **offerors** with the best overall technical proposal. Sub factors 1 and 2 are equal in importance.

****Sub factor 1 – Technical Experience****

Sub factor 2 - Technical Approach

**2.3. Factor 2 – Management.

The offeror's management approach will be evaluated for suitability in relation to the Government's needs. The offeror's clear and comprehensive responses to the instructions in Section L, as well as the offeror's understanding and application of the contract will assist in the evaluation of the management sub factors. The Government will evaluate the offeror's organization (sub factor 1), **management approach and controls** (sub factor 2), **key personnel qualifications** (sub factor 3), **cost control** (sub factor 4), and **corporate qualifications** (sub factor 5) to determine

those offerors with the best overall management proposal. The sub factors 1 through **5 (except 4)** are equal in importance. **Sub factor 4 is somewhat less important than each of factors 1, 2, 3, and 5.**

****Sub factor 1 – Management Organization**

****Sub factor 2 – Management Approach and Controls**

****Sub factor 3 – Key Personnel Qualifications**

Sub factor 4 – Cost Control

****Sub factor 5 - Corporate Qualifications**

****2.4. Factor 3 - Past Performance**

****2.4.1.** Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for services similar in scope, magnitude, and complexity to this requirement as stated in Section L. Information will also be considered regarding any significant **subcontractors, subcontracted key personnel, and new hire key personnel**; however, the past performance for the prime contractor will carry more weight in the evaluation process, **as applicable**. The Government will focus on information that demonstrates the offeror's past performance relative to the size and complexity of the procurement under consideration. ****Past Performance should reflect projects listed in the Technical Volume, Experience, Section L, Paragraph 3.2.a (1).** The evaluation will include conclusions of informed judgment and the basis for conclusions of judgment will be documented.

2.4.2. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

****2.4.3.** Evaluations will be made utilizing information obtained from the past performance questionnaires returned to the Government from the offeror's customers (**see Section L, Paragraph 5.5.1**); information obtained from calling the references listed in the past performance matrix (**see Section L, Paragraph 5.4**), PPIMS (Past Performance Information Management System), other electronic past performance information means, other customers known to the Government, and others who may have useful and relevant information. Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal. All four (4) sub factors are equal in importance.

****2.4.4. Sub factor 1 - Quality of Product and Service.**

The quality of product and service will be evaluated based on the offeror's past ability to provide products and services that meet contract requirements.

2.4.5. Sub factor 2 - Cost and Schedule Management.

Cost and schedule management will be evaluated based on the offeror's past ability to forecast and control costs and adhere to contract schedules.

2.4.6. Sub factor 3 - Customer Satisfaction and Concern for the Interest of the Customer.

Customer satisfaction and interest of the customer will be evaluated based on the offeror's past commitment to customers' satisfaction and the offeror's general business-like concern for the interest of the customers.

****2.4.7. Sub factor 4 - Compliance with Labor Standards and Adherence to Safety Plan.**

Compliance with labor standards, **Collective Bargaining Agreements**, and adherence to safety plan will be evaluated on the offeror's past ability to successfully comply with applicable labor standards, **Collective Bargaining Agreements**, and the offeror's record of adhering to their safety plan.

2.5. Factor 4 - Small Business Participation (Required for Large Businesses Only)

****The Small Business Participation information submitted by the offeror will be evaluated on proposed and past usage of SB, SDB, WOSB, HubZone SB, SDVOSB, HBCU/MI, and VOSB. Sub factors 1 and 2 are equal in importance in the evaluation of Small Business Participation. Small Businesses are not required to submit this information, and will be given the highest adjectival rating for the small business evaluation factor.****

****2.5.1. Sub factor 1 - Proposed Usage.** The offeror will be evaluated based on its proposed usage of SB, SDB, WOSB, HubZone SB, SDVOSB, **HBCU/MI, and VOSB**.

****2.5.2. Sub factor 2 - Past Usage.** The offeror will be evaluated based on its past usage of SB, SDB, WOSB, HubZone SB, SDVOSB, **HBCU/MI, and VOSB** on past projects.

2.6. Factor 5 - Pricing

****2.6.1** Pricing will not be an adjectivally rated criterion, but will be evaluated as to reasonableness and price realism, and for providing the best advantage to the Government. Award will be made to the responsible offeror(s) whose proposal offers the best overall value to the Government. Offers found to be unreasonably high or unrealistically low may be considered unacceptable and may be rejected on that basis. The Contracting Officer will conduct a price realism analysis to determine whether the proposed price is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the methods of performance described in the offeror's proposal. The agency may reject an offer that reflects a serious lack of price realism. If the offeror proposes unrealistic prices, such prices could be deemed to reflect a lack of understanding of the applicable technical or appropriate areas of the offeror's proposal. Such a lack of understanding will be appropriately factored into the relevant technical or appropriate areas ratings. The Government will evaluate cost/price elements as identified in pricing proposal for fairness, reasonableness and price realism.

****2.7. Small Business Subcontracting Plan**

The subcontracting plan will not be a part of the evaluation criteria. The apparent successful offeror(s)' subcontracting plan will be reviewed and scored based on AFARS Appendix DD and approved prior to award. It must be consistent with the requirements of Section L, paragraph 6.3. **This plan applies to large businesses only.** The plan will be evaluated prior to award. Offerors who are small businesses will be given full credit for this factor.

2.8 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17 .206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).